

To:"services claims" <sclaims@acuity.com>

cc:

bcc:

From:"SE1NORTHCOLOR" <SE1NORTHCOLOR@acuity.com>

Date:03-14-2023 12:08:40

Subject:Send data from MFP13820678 03/14/2023 12:17

Scanned from MFP13820678

Date:03/14/2023 12:17

Pages:76

Resolution:300x300 DPI

Attachment: DOC031423-03142023121637.pdf



RK0796

March 07, 2023

Acuity, A Mutual Ins. Co.
P O Box 58
Sheboygan, WI 53082
NAIC # 14184

Certified Mail
Return Receipt Requested
7020 1290 0001 6213 1599
Cashier # 230686

Re: Edwin Anderson Et Al V. Acuity, A Mutual Ins. Co.

Docket # 92Ch12023Cv25550

To Whom It May Concern

Pursuant to Tennessee Code Annotated §56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served February 24, 2023, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Weakley County
P O Box 197, 116 W. Main St., Ste 301
Dresden, Tn 38225

OC
3/14/23

Weakley County Chancery PO Box 197 116 West Main Street Dresden, TN 38225 (731)364-3454	STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1	<div style="text-align: right; font-size: 2em; color: lightblue; opacity: 0.5;">COPY</div> Case Number 92CH1-2023-CV-25550
EDWIN ANDERSON (et. al) vs ACUITY A MUTUAL INSURANCE COMPANY (et. al)		
Served On:		
ACUITY A MUTUAL INSURANCE COMPANY NAIC CO CODE: 14184	2800 SOUTH TAYLOR DRIVE Sheboygan, WI 53082	

You are hereby summoned to defend a civil action filed against you in Weakley County Chancery, Weakley County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 2/17/2023

Marg E. McRae
 Clerk / Deputy Clerk - Weakley County Chancery



Attorney for Plaintiff: DRAYTON BERKLEY
1255 LYNNFIELD ROAD SUITE 226, Memphis, TN 38119

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to Regina VanCleave, Weakley County Chancery Clerk, Weakley County
PO Box 197
116 West Main Street
Dresden, TN 38225

CERTIFICATION (IF APPLICABLE)

I, Regina VanCleave, Weakley County Chancery Clerk of Weakley County do certify this to be a true and correct copy of the original summons issued in this case.

Date: 2-17-23

Marg E. McRae
 Clerk / Deputy Clerk - Weakley County Chancery



OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by

I certify that I have served this summons together with the complaint as follows:

Date: _____

By: _____

Please Print: Officer, Title

Agency Address _____

Signature _____

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff _____

Plaintiff's Attorney (or Person Authorized to Serve Process) _____

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call Courtney McMinn, ADA Coordinator, at (731)364-3455

Rev. 8/05/10

**IN THE CHANCERY COURT OF WEAKLEY COUNTY, TENNESSEE FOR
THE TWENTY-SEVENTH JUDICIAL DISTRICT AT DRESDEN**

EDWIN ANDERSON AND
GENA STALLINGS

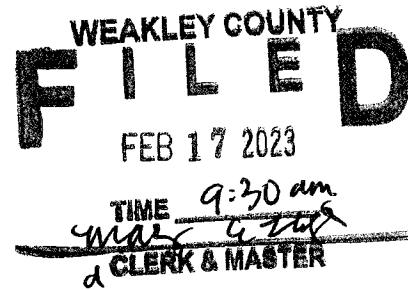
Plaintiffs,

CASE NO. 25550

v

ACUITY, A MUTUAL INSURANCE
COMPANY, and
ANTHONY FIRRILIO, P.E.

Defendants,



COMPLAINT TO COMPEL APPRAISAL AND TO BREACH CONTRACT

Comes now, Plaintiffs, by and through undersigned counsel, and requests this Honorable Court to select an umpire and order the carrier to comply with the appraisal provision and identify a competent appraiser to participate as mandated in the policy appraisal provision and also sues under Tennessee common law and statutory law and would show this Honorable Court the following:

1. Gwin Anderson and Gena Stallings ("Plaintiffs"), are individuals residing in Weakley County, Tennessee and are the named insureds on the policy who own the property located 213 E. Nelson St. Dresden, Tennessee 38225.
2. Acuity, A Mutual Insurance Company ("Defendant") is a Tennessee Corporations, with its principal place of business located at 2800 South Taylor Drive Sheboygan, Wisconsin 53082-0058 and formed under the laws of the State of Wisconsin, and may be served with process through the Tennessee Commissioner of Insurance as authorized by Rule of the Tennessee Rules of Civil Procedure. Defendant is responsible for the actions of

Anthony Firrilio via operation of the doctrines of *respondent superior*, actual or apparent agency, employer-employee or master –servant.

3. Anthony Firrilio is believed to be an adult resident citizen of Tennessee whose business address is 1880 General George Patton Drive, Suite B-203 Franklin, Tennessee 37067, and Mr. Firrilio may be served with process by any means authorized by Rule of the Tennessee Rules of Civil Procedure.

4. Defendants issued Policy No. ZA3401-9 to Plaintiffs providing coverage for tornado damage that occurred at the insured location of 213 Nelson Street Dresden, Tennessee 38225, and that was in effect on the date of loss of December 10, 2021 and assigned Claim No. RK0796, The policy attached herewith as Exhibit “A”.

5. Defendant adjuster’s estimate of the costs of repair and Plaintiff’s Public Adjuster, Mr. William Griffin, estimate of costs for the tornado loss are materially different.

6. Plaintiff timely demanded an appraisal on August 9, 2022 in writing and named therein competent appraiser, and all conditions precedents for Defendants to identify a competent appraiser and choose an umpire have occurred, yet Defendant failed to comply, and the process cannot proceed as mandated by the policy. A copy of the Demand is attached herewith as Exhibit “A2” .

COUNT I COMPEL APPRAISAL AND APPOINT UMPIRE

7. The policy appraisal provision provides as follows:

E. LOSS CONDITIONS

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a

1 For purposes of judicial economy, only the Declarations Page and Appraisal provision of the policy are attached as Exhibit “A”, to preclude the necessity for the Judge to "rifle through" a voluminous policy to locate the limited provisions relevant to this proceeding (e.g. the Appraisal Provision)

competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will their differences to the umpire. A decision agreed to by any two will be binding. Each party will: a. Pay its chosen appraiser; and b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim. See Exhibit “A1”

8. The policy language further states in the “Loss Payment” terms listed on pages 25-27, further states, in pertinent part, that,

5. Loss Payment

In the event of loss or damage covered by this policy:

- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made. See Exhibit “A2” Pages 3-5.

9. Both parties are entitled to an expeditious appraisal, pursuant to the policy language, with two competent appraisers and an impartial umpire, as these three are essential to an effective and fair process.

COUNT II. UMPIRE QUALIFICATIONS

10. Although the policy provision does not outline the criteria to be used in the umpire selection process “Generally accepted insurance principles dictate only that 'an umpire selected to arbitrate a loss should be disinterested, unprejudiced, honest, and

competent." *Brothers v. Generali Us. Branch*, No. CIV.A. 1:97-CV-798-MHS, 1997 WL 578681, at *3 (N.D. Ga. July 11, 1997) (quoting 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972)). The umpire "should be impartial, honest, and competent, and should not live an unreasonable distance from the scene of the loss." Corpus Juris Secundum, Insurance § 1897 (2011) See, e.g., 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972); Corpus Juris Secundum, Insurance § 1897 (2011).

11. Petitioner respectfully proposes the well-qualified individuals below who have no business or personal relationships with either party, and meet the criteria described herein.

- a) **Ben Perry – TN / Dir. Of Appraisals – CV attached**
- b) **Scott Heidelberg – TN – Certified PLAN Ump/Appr- CV attached**
- c) **Andy Fraraccio – Intrust Claims – CV attached**
- d) **Zach Baker – TN - The David Group - Certified Umpire – CV attached**
- e) **Mary Jo O’Neal – TN/Ind. Adj./- Certified Umpire-CV attached.**
- f) **Chris Williamson – TN – Restoration GC – CV attached.**
- g) **David Hilsdon – Lic. Engineer, P.E. TN – CV attached.**

12. This Honorable Court is authorized by the consent of the parties’, and as outlined in the policy appraisal provision, to choose an impartial umpire and/or a competent appraiser, if necessary, upon the request of either party.

COUNT III BREACH OF CONTRACT

13. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

14. Defendant materially breached the insurance contract by failing to agree to the appraisal process when properly demanded.

COUNT IV PUNITIVE DAMAGES

15. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

16. Defendants conduct was reckless in light of the foregoing allegations and entitled Plaintiff to an award of punitive damages

COUNT V FRAUDULENT INSURANCE ACT

17. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

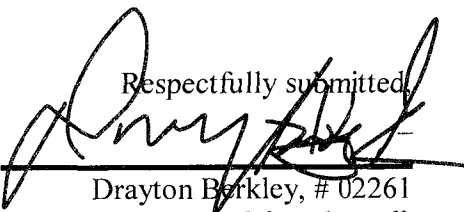
18. Defendants staff adjuster, Joseph Morrow, made false statements and material misrepresentation of facts and policy coverage terms violating the Fraudulent Insurance Act in his October 26, 2022 to an insured and a claims professional / practitioner by stating, *“Acuity continues to acknowledge receipt of a demand for appraisal of the amount of loss to the insured premises dated August 9, 2022 by Dr. Gwin Anderson. As previously advised, Acuity must decline to participate in the Appraisal process until all coverage issues are investigated and resolved, and compliance with the Policy condition requiring an Examination Under Oath is achieved.”*, and to *“determine if appraisal is appropriate.”* Morrow knew at all times that there were no coverage issues and that an EUO was not a prerequisite to Defendants mandatory participation in the appraisal process after Plaintiffs proper demand on August 9, 2022. Morrow’s actions constitute a violation of the Fraudulent Insurance Act found at §56-53-103(a)(1) and has wrongfully delayed and denied the payment of benefits to Plaintiff. A copy of this letter is incorporated herein by reference as Exhibit “B1”.

19. On June 6, 2022, Anthony Firrilio, who on information and belief is a resident of the State of Tennessee, and whose business address is 1880 General George Patton Drive, Suite B-203 Franklin, Tennessee 37067, while in the Course and scope of his employment with Acuity, presented false information to an insured and an insurance professional related to an insurance claim by falsely stating in his assessment report on page .4 of his damage

report (Exhibit "C") that, *"No cracks, gaps, and/or separations were noted in the brick veneer along the various elevations (Photographs 6 through 8)"*, knowing that Plaintiffs detailed photo damage report showed photos on every page that refute this statement in its entirety (see Exhibit "D 1-20"). Firrilio's action constitute a violation of the Fraudulent Insurance Act found at §56-53-103(a)(1) and have wrongfully delayed and denied the payment of benefits to Plaintiff. A copy of this Report is incorporated herein by reference as Exhibit "C".

20. The actions of Firrilio, Morrow, and A, Acuity are part of a pattern or practice of violation of the Fraudulent Insurance Act that entitles the Plaintiffs to treble damages.

WHEREFORE, ALL PREMISES CONSIDERED, PLAINTIFF requests the court enter an order to compel appraisal, appoint umpire, award pre-judgment interest, post-judgment interest, compensatory damages, attorney fees, treble damages, expenses and other damages and expenses authorized by §56-53-107 of no less than THREE MILLION DOLLARS AND punitive damages of no less than TEN MILLION DOLLARS.

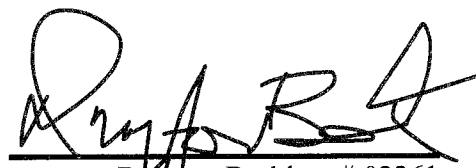
Respectfully submitted,

Drayton Berkley, # 02261
Counsel for Plaintiffs
The Berkley Law Firm, PLLC
1255 Lynnfield Road Ste 226
Memphis, TN 38119,
Phone. 901-322-8706
attorneyberkley@gmail.com

CERTIFICATE OF SERVICE

I do hereby certify that the foregoing document has been served upon the counsel of record or parties pro se in this cause **ONLY BY ELECTRONIC TRANSMISSION**, as follows:

Parks T. Chastian, Esq.
Matthew B. Rogers, Esq.
BREWER, KRAUSE, BROOKS & CHASTAIN, PLLC
545 Main Stream Drive Suite 101
Nashville, TN 37228
Attorneys for Defendants

Anthony Firrillio, P.E.
1880 General George Patton Dr.
EFI Global, Inc. Suite B-203
Franklin, Tennessee 37067
615.778.0160
anthony.firriolo@efiglobal.com



Drayton Berkley, # 02261
Counsel for Plaintiffs
The Berkley Law Firm, PLLC

Exhibit A



Acuity, A Mutual Insurance Company

**COMMERCIAL PROPERTY
COVERAGE PART**

Renewal Declarations

First Named Insured and Address:

WILLIAM J ANDERSON
137 N PARKWAY ST
DRESDEN TN 38225

Agency Name and Number:

WESTAN INSURANCE-MARTIN
7611-AD

Policy Number: ZA3401

Policy Period: Effective Date: 06-12-21
Expiration Date: 06-12-22

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGES PROVIDED AND COVERAGE PREMIUMS

Coverage is provided where a Limit of Insurance is shown.

Coverage Item	Premises Number	Building Number	Limit of Insurance	Covered Causes of Loss	Coinsurance Percentage	Premium
Building	001	001	\$ 297,754	Special	100%	\$ 1,534.00
Building	002	001	107,191	Special	100%	751.00
Total Property Coverage Premium						\$ 2,285.00

COVERAGE FORMS AND ENDORSEMENT PREMIUMS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CP-0090F (07-88)	Commercial Property Conditions	\$
CP-7078 (11-13)	Equipment Breakdown Coverage	139.00
IL-0017F (11-98)	Common Policy Conditions	
CP-7062 (08-10)	Water Backup and Sump Overflow	35.00
CP-1030F (09-14)	Causes of Loss - Special Form	
IL-0250F (03-14)	Tennessee Changes - Cancellation and Nonrenewal	
CP-7094 (09-14)	ACUITY Advantages	
IL-0935F (07-02)	Exclusion of Certain Computer-Related Losses	
CP-0140F (07-06)	Exclusion of Loss Due to Virus or Bacteria	
IL-0995R (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
IL-7080 (01-15)	Cap on Losses from Certified Acts of Terrorism	69.00
IL-7082 (12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
CP-0010R (10-16)	Building and Personal Property Coverage Form	
Total Endorsement Premium		\$ 243.00

Page 2

Policy Number: ZA3401
Effective Date: 06-12-21

PREMIUM SUMMARY

Total Property Coverage Premium	\$ 2,285.00
Total Endorsement Premium	243.00
Total Advance Premium	\$ 2,528.00

DESCRIPTION OF PREMISES

Premises Number	Building Number	Construction, Occupancy and Location
001	001	FRAME APARTMENT BUILDINGS 5-60 UNITS 213 E NELSON ST DRESDEN TN
002	001	FRAME DUPLEX 161 & 163 E MAIN ST DRESDEN TN

MORTGAGE HOLDER NAME AND ADDRESS

Premises Number	Building Number	Mortgage Holder	Loan Number
002	001	SIMMONS BANK PO BOX 9067 PINE BLUFF AR 71611	

OPTIONAL COVERAGES INCLUDED

Applicable only when entries are made in the Schedule below:

Coverage Item	Premises Number	Building Number	Deductible	Agreed Value		Inflation Guard Percentage
				Expiration Date	Amount	
Building	001	001	\$ 2,500			6%
Building	002	001	\$ 1,000			6%

ADDITIONAL NAMED INSURED

WHO IS AN INSURED includes the following Additional Named Insureds:

NONE

Exhibit A-1

Loss to Building #1: (Exceeds Limit of Insurance plus Deductible)	\$70,000
Loss to Building #2: (Exceeds Limit of Insurance plus Deductible)	\$90,000
Loss Payable - Building #1: (Limit of Insurance)	\$60,000
Loss Payable - Building #2: (Limit of Insurance)	\$80,000
Total amount of loss payable:	\$140,000

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- Pay its chosen appraiser; and
- Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- You must see that the following are done in the event of loss or damage to Covered Property:
 - Notify the police if a law may have been broken.
 - Give us prompt notice of the loss or damage. Include a description of the property involved.
 - As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses reasonably incurred to protect the Covered Property. We will consider these expenses in the settlement of a claim, but this

will not increase the applicable Limit of Insurance. However, we will not consider any expenses incurred in order to protect the Covered Property from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- Cooperate with us in the investigation or settlement of the claim.
- We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

appraisal

4. Loss Payment

- In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - Pay the value of lost or damaged property;
 - Pay the cost of repairing or replacing the lost or damaged property, subject to b below;
 - Take all or any part of the property at an agreed or appraised value; or
 - Repair, rebuild or replace the property with other property of like kind and quality, subject to b below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valu-

EXHIBIT

ation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Right

Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.

- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;

EXHIBIT A-2

August 9, 2022

Acuity Insurance / Joseph Morrow
2800 S. Taylor Dr.
Sheboygan, WI 53081
P. 800.242.7666 F. 920.208.3057
jmorrow@acuity.com

From:: Named Insured:	Dr. Anderson
Address:	213 E Nelson Street
	Dresden, TN 38225
Policy Number:	ZA3401
Claim Number:	RKO796

////// TRANSMITTAL VIA EMAIL ////

Mr. Morrow:

In accordance with the Appraisal provision in my policy, as noted below, we have a disputer regarding the value of my property and the amount of my loss. I now formally demand appraisal as directed by the provision that reads as follows:

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and*
- b. Bear the other expenses of the appraisal and umpire equally.*

If there is an appraisal, we will still retain our right to deny the claim

My demand encompasses the Amount of Loss included in all policy Coverages available and resulting from the tornado occurrence - and I designate my appraiser as follows:

Mary Jo O'Neal
615.849.6400
Maryjo6400@aol.com

Please designate your Appraiser and have him/her contact Ms. O'Neal as soon as possible.

Sincerely,

Dr Gwin Anderson

-+

Enclosures: N/A

CC: M. O'Neal
J. Morrow
G. Stallings



EXH. A-1 B
13526204

Payment Amount \$12,313.59
Date Issued October 26, 2022
Date of Loss December 10, 2021
Invoice Number
Agency WESTAN INSURANCE-MARTIN

Temporary ID BBVKVNZ
Claim Number RK0796 JPM
Services Dates
Pay Period

Policy Number ZA3401

Insured Name
ANDERSON, WILLIAM J

Paid to WILLIAM J ANDERSON

In Payment of ADDITIONAL ACV PAYMENT ON FINAL
REPAIR ESTIMATE.

Payment Detail \$12,313.59 BUILDING

FOR QUESTIONS REGARDING YOUR PAYMENT, PLEASE CALL:
JOSEPH MORROW, CLAIM REPRESENTATIVE
920.458.9131

*Came w/
10-26-22
Denial Appraisal
? ENE #1115*

WILLIAM J ANDERSON
137 N PARKWAY ST
DRESDEN TN 38225

PLEASE KEEP THIS NOTICE FOR YOUR RECORDS

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM. VERIFY AUTHENTICITY.

SECURITY FEATURES INCLUDED - DETAILS ON BACK



BankFirst National
Manitowoc, WI

PRESENT FOR PAYMENT
WITHIN 60 DAYS

DATE ISSUED
October 26, 2022

CLAIM NUMBER
RK0796

13526204

PAY TO THE
ORDER OF

WILLIAM J ANDERSON

THE SUM OF

\$12,313 DOLLARS AND 59 CENTS

\$12,313.59

IN PAYMENT OF

ADDITIONAL ACV PAYMENT ON FINAL
REPAIR ESTIMATE.

Acuity, A Mutual Insurance Company

James J. L...
AUTHORIZED REPRESENTATIVE

13526204 0759011341 25500673

El B 13286960

Payment Amount **\$36,692.05**
 Date Issued **January 06, 2022**
 Date of Loss **December 10, 2021**
 Invoice Number
 Agency **WESTAN INSURANCE-MARTIN**

Temporary I.D. **BBT69LL**
 Claim Number **RK0796** **JPM**
 Services Dates
 Pay Period

Policy Number **ZA3401**

Insured Name

ANDERSON, WILLIAM JPaid To **WILLIAM J ANDERSON**

In Payment of **TORNADO DAMAGE TO APARTMENT BLDG
 LESS \$2,500 DEDUCTIBLE**

Payment Detail **\$36,692.05** **BUILDING**

FOR QUESTIONS REGARDING YOUR PAYMENT, PLEASE CALL:
 JOSEPH MORROW, CLAIM REPRESENTATIVE
 920.468.9131

WILLIAM J ANDERSON
 137 N PARKWAY ST
 DRESDEN TN 38225

PLEASE KEEP THIS NOTICE FOR YOUR RECORDS



BankFirst National
 Menomonee, WI

PRESENT FOR PAYMENT
 WITHIN 60 DAYS

DATE ISSUED
 January 06, 2022

CLAIM NUMBER
 RK0796

13286960

PAID TO THE
 ORDER OF

WILLIAM J ANDERSON

THE SUM OF

\$36,692 DOLLARS AND 05 CENTS**\$36,692.05**

IN PAYMENT OF

**TORNADO DAMAGE TO APARTMENT BLDG
 LESS \$2,500 DEDUCTIBLE.**

Acuity, A Mutual Insurance Company

AUTHORIZED REPRESENTATIVE

79-113
 759



Exhibit B-1
Approval Denial
E40 AM
Ps. 1-4

October 26, 2022

Mr. William J. Anderson
 137 North Parkway Street
 Dresden, TN 38225

RE: Insured: William J. Anderson
 Claim No: RK0796
 D/L: 12/10/2021

Dear Mr. Anderson:

Acuity, A Mutual Insurance Company ("Acuity"), has been continuing to investigate the damage claimed to the property located at 213 E. Nelson St., Dresden, TN 38225 ("Insured Premises") as the result of wind damage on or about December 10, 2021 ("the Claim") under a full reservation of rights dated April 12, 2022 and June 8, 2022 under Policy ZA3401 (the "Policy"). As you know, Acuity retained an engineer to inspect the property and provide opinions as to the damage and repairs. This inspection was completed on May 11, 2022. We have revised our estimate to reflect the findings of the engineer and have enclosed a copy of the engineering report and revised estimate. Acuity has determined an additional payment is warranted, and I am writing to provide that additional payment.

Acuity has previously issued payment to you in the amount of \$36,692.05. We are attaching an estimate of repair that explains the full replacement cost of undisputed covered repairs, as well as the actual cash value of those repairs. Actual cash value ("ACV") is simply the replacement cost less applicable depreciation, which is determined by the age, condition and obsolescence of the damaged property. There is a difference of \$12,313.59 in the undisputed covered damage between this estimate, and prior payments, so the ACV of the damage, has been issued. A breakdown of the undisputed payments and amount of loss is as follows:

BUILDING REPAIR

Replacement Cost:	\$59,028.67
Less Depreciation:	(\$7,523.03)
Actual Cash Value Settlement:	\$51,505.64
Deductible:	\$2,500.00
Less Previous Payment:	(\$36,692.05)
Building Payment:	\$12,313.59

Payment is made pursuant to the following Policy provisions of the Building and Personal Property Coverage Form:

2800 South Taylor Drive • Sheboygan, WI 53081
 812.673.4004 • 920.208.3057 FAX
acuity.com

30 days after receipt carrier will notify of intentions

4. Loss Payment

- a.** In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b.** The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c.** We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d.** We will not pay you more than your financial interest in the Covered Property.
- e.** We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f.** We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g.** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all of the terms of this Coverage Part and:
- (1) We have reached agreement with you on the amount of loss; or
 - ✓(2) An appraisal award has been made.

Acuity's obligations under the Policy once loss or damage to Covered Property that is not excluded has occurred is, at Acuity's option, to pay the value of the property, the cost of repair or replacing the property, take any of the property at an agreed or appraised value, or Cincinnati has the option of repairing, rebuilding or replacing the property with property of like kind and quality. In this case, Acuity has elected to pay the cost of repairing or replacing the property, subject to the remaining terms and provisions of the Policy.

The Policy's Valuation provision provides, as follows:

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b, c, d, and e below.

Based on the above-quoted portions of the Policy, Acuity's obligation is to pay the ACV as of the time of loss or damage. The enclosed supplemental payment, in addition to our previous payment, reflects the full ACV of the loss or damage based on the scope of repairs identified by Acuity's engineer. Acuity would like to advise you that you may use any contractor you wish to complete the repairs. Please consider a contractor that is licensed, insured and bonded. We do not guarantee or warranty the contractor's work.

ADDITIONAL INVESTIGATION

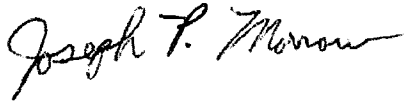
Acuity continues to acknowledge receipt of a demand for appraisal of the amount of loss to the Insured Premises dated August 9, 2022 by Dr. Gwin Anderson. As previously advised, Acuity must decline to participate in the Appraisal process until all coverage issues are investigated and resolved, and compliance with the Policy condition requiring an Examination Under Oath is achieved. Acuity's counsel, Brewer, Krause, Brooks & Chastain, PLLC, has confirmed with Gwin Anderson the Examination Under Oath of William Anderson and/or William Anderson's legal representative will take place on November 3, 2022 at 1:00 PM CST at the Weakley County Mayor's Office, 116 West Main Street, Room 105/106 Dresden, TN 38225. Once the Examination Under Oath has taken place, Acuity will evaluate whether a dispute as to the amount of loss exists and determine whether appraisal is appropriate.

All rights, terms, and conditions contained in the Policy are preserved for your benefit and that of Acuity, A Mutual Insurance Company. It should be expressly understood that no decision has been made regarding your Claim and that our furnishing you with the enclosed forms and information does not constitute any agreement as to the amount of your Claim or coverage under the Policy.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

ACUITY, A MUTUAL INSURANCE COMPANY

A handwritten signature in black ink, reading "Joseph P. Morrow". The signature is fluid and cursive, with the first name "Joseph" being more prominent.

Joseph P. Morrow, AIC
Senior Field Claims Representative

Enclosures: Engineer Report & Estimate

Cc: William Griffin
128 Poplar Street
Gadsden, TN 38337



Exhibit B-2

William Griffin <william@griffinlossconsultants.com>

RK 0796

4 messages

William Griffin <william@griffinlossconsultants.com>

Tue, Aug 9, 2022 at 12:01 PM

To: Joseph Morrow <jmorrow@acuity.com>, MARY JO O'NEAL <maryjo6400@aol.com>, Gwin Anderson <gwin.anderson@gmail.com>

Mr. Morrow,

Please see attached from your insured

Call me if you have any questions.

I hope all is going well sir.



8092022 Demand.pdf

518K

William Griffin <william@griffinlossconsultants.com>

Tue, Sep 20, 2022 at 12:57 PM

To: Joseph Morrow <jmorrow@acuity.com>, MARY JO O'NEAL <maryjo6400@aol.com>, Gwin Anderson <gwin.anderson@gmail.com>

Mr. Morrow,

Please advise who you are naming as your appraiser by the end of the day -- we are way past the time to do so and the insured is incurring a lot of expense to comply with his policy.

{I was told that Mr Craig Betts might be hired by you?}

Thanks in advance for your professional assistance.

Sincerely,

[Quoted text hidden]

Joseph Morrow <jmorrow@acuity.com>

To: William Griffin <william@griffinlossconsultants.com>



1880 General George Patton Drive, Suite B-203
Franklin, Tennessee 37067
Tel: 615-778-0160

Exhibit C
1-15

Structural Damage Assessment

EFI Global File No.: 038.05231
June 6, 2022

William Anderson
213 East Nelson Street
Dresden, Tennessee 38225

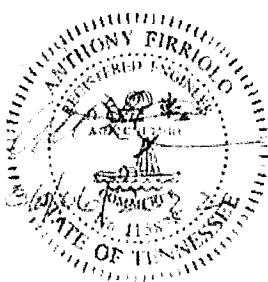
Date of Loss: December 10, 2021
Claim No.: RK0796

Prepared For:

Acuity Mutual Insurance Company

C/O: Brewer, Krause, Brooks & Chastain PLLC: Attn: Matthew Rogers
2800 South Taylor Drive
Sheboygan, Wisconsin 53081

Report Authored By:



Anthony Firriolo, P.E.
District Manager
TN P.E. #115878
PE Expires: July 31, 2022

Technical Review By:

[Handwritten signature]

Michael F. Connor, P.E.
Senior Principal Engineer

I hereby certify that this engineering document was prepared by me and that I am a duly licensed Professional Engineer in the state referenced in the signature line above. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy. Hard copies of this report with a "wetseal" can be provided upon request. This report is furnished as privileged and confidential to addressee. Release to any other party is the sole responsibility of addressee. ©2022 EFI Global, Inc.

Insured: William Anderson
EFI Global File No.: 038.05231

ASSIGNMENT

The assignment was received by EFI Global, Inc. (EFI) on May 2, 2022, from Mr. Matthew Rogers with Brewer, Krause, Brooks & Chastain PLLC.

The scope of this assignment was to:

- Determine the extent of damage due to the effects of wind during the tornado event on or about the date of loss.

In response to this request, Anthony Firriolo, P.E., (EFI) visited the site on May 11, 2022. The insured was not present during the site visit but granted EFI permission to access the property. The insured's public adjuster, Mr. William Griffin, was not present due to being late.

EFI Global, Inc. (EFI) has completed an engineering examination at the subject property located at the above loss location. EFI's findings, analysis, and conclusions are included herein. This report contains a discussion of the information gathered during the assessment and an analysis and conclusions with respect to the condition of the subject property at the time of EFI's assessment. The conclusions contained herein are based on information available to date.

METHODOLOGY

The subject building was inspected for functional and structural damage specifically caused by the tornado that occurred on the DOL. Functional damage is damage to the building envelope or related components that would affect its function. The function of the building envelope for the purposes of this report is: to shed water, last through its expected service life, and resist environmental elements. Functional wind related damage would be expected to be in the form of displaced shingles, tears, dents at fasteners, displaced trim and gutters, or other storm created openings. Structural damage would be damage that would affect the ability of the structure to safely and effectively transfer loads through the structure down to the foundation. This would be expected to manifest in the form of displacement, deflections, racking (displacement of the top of an element relative to the bottom), or failure of members.

Wind from tornado events creates lateral forces on structural wall elements. This is in the form of positive pressure on the windward walls of a building and negative pressure (suction) on the leeward walls of a building. The windward roof experiences either positive or negative pressure depending on the roof pitch. The leeward roof experiences negative pressure (suction). In flat roof buildings, the roof typically experiences upward vertical pressure. Additionally, the positive or negative pressures at the corners and edges of the walls and roof are generally higher than for the remaining wall and roof portions. Positive and negative wind pressures are treated as forces or loads on buildings when examined and analyzed for wind effects.

Tornado winds are rotational winds; therefore, they create rotational forces on a building. These types of winds are almost always counterclockwise in direction. As the wind forces push and pull on a building, they can cause the building to lean or twist; the leaning and twisting actions can cause separations and gaps to occur at the intersection of the wall and ceiling gypsum sheathing, especially in the upper levels of the building. The wind forces push and pull on the doors and windows and can possibly loosen them. If the winds penetrate into the building through openings in the walls or roof, the wind forces are magnified and can loosen elements, possibly separating or completely removing the elements from the building.

Insured: William Anderson
EFI Global File No.: 038.05231

Smaller wind generated pressure forces on buildings cause losses such as shingle losses and fascia, soffit, and siding losses. Larger pressure forces can loosen or cause a loss of structural elements such as roof sheathing and framing, wall sheathing and framing, and sub-flooring and floor framing, therefore compromising the structural integrity of the building.

Wind damage generated from straight line or tornado force winds on a building are characterized as follows:

- Top-down damage pattern:
 - o In an air stream, wind velocities increase with height. Since damage is somewhat proportional to wind velocities, damage to a structure will increase with elevation.
- Outside-in damage pattern;
 - o Positive, or inward (bearing), and negative, or outward (suction), pressures from wind are at their greatest near the corners of roofs. The next level of wind pressures is along the edges of roofs and walls. The lowest pressures from wind will occur in the field-of-the-roof or -wall, i.e., away from the edges of these surfaces.
 - o Thus, since damage is somewhat proportional to pressure, most damage will be found at the corners of roofs, then along the edges of roofs and walls. Finally, the least amount of damage from wind will be found in the interior areas of a roof or wall.
- Pressurization of interior spaces:
 - o This type of damage is commonly found in attic and garages of buildings. That is, air is able to enter these partially enclosed spaces at a faster rate than air is able to exit these spaces. For attics, blown cellulose insulation often plugs the leeward vent spaces in the roof, thereby allowing the interior space to pressurize. For garages, the vehicular doors are placed on the interior sides of the **garage** opening. Hence, wind is able to push the **garage** doors inward from the exterior side of the building, that is, away from the openings. Thus, wind is able to again pressurize this space, which could lead to the eventual removal of the garage walls and roofs.
- Wind-borne debris:
 - o When medium to high-velocity winds exist, debris fields are created. From this debris field some of the lighter objects are able to be picked up within the air stream and essentially are transformed into projectiles, based on the hardness of these objects. Thus, impact damage can and does occur on the windward side of buildings. Additionally, the direction of the air stream during a medium to high-wind event can be determined accordingly.

BACKGROUND

The following information was gathered during the site visit and through an interview of Mr. Griffin:

- Mr. Griffin reported that the roof was replaced following the tornado, but it was just a temporary replacement as the roof decking was not to code due to the spacing between the deck boards.
- Some of the bathrooms had the drywall removed prior to EFI's site visit. Some of the units had been painted prior to EFI's site visit.

Insured: William Anderson
EFI Global File No.: 038.05231

BUILDING SYSTEM DESCRIPTION

The structure is a one-story, multi-family wood-framed structure built on a concrete slab on grade. The exterior walls are clad with brick veneer, and the roof is covered with fiberglass-mat asphalt shingles. For this report, the building is considered to face east (Photographs 1 through 3).

SITE OBSERVATIONS

Observations were limited to visual examinations and measurements of accessible portions of the subject property. Removal of finish materials, qualitative testing, excavation, or other work not specifically described herein was not conducted.

Observations were photographed to document distress and relevant conditions at the subject property on the date of the site visit. Not all damage or distress that may be present was necessarily observed or photographed; however, the selected photographs provide an indication of their types, severity, and distribution. They may also document unusual or contributing conditions that may exist. Photographs captured to document findings and observations are attached to this report. During this investigation, the following observations were made:

EXTERIOR AND ROOF OBSERVATIONS:

- Several windows were either broken or boarded due to damage sustained during the tornado (Photographs 4 and 5).
 - Four windows were damaged along the west elevation, six windows along the south elevation, and seven windows along the south elevation within the U-shape.
- No cracks, gaps, and/or separations were noted in the brick veneer along the various elevations (Photographs 6 through 8).
 - Scuff marks and debris were noted at random locations on the brick veneer.
- The walls were measured with a bubble level and found to be approximately plumb over the length of the bubble level (Photographs 9 and 10).
- The front columns were measured with a bubble level and measured out of plumb to varying degrees (Photograph 11).
- No creased, torn, and/or missing shingles characteristic of damage caused by the effects of wind were noted throughout the various roof slopes (Photographs 12 through 16).
 - The shingles appeared to be newly installed and were sealed.

INTERIOR OBSERVATIONS:

- Unit 1 had been repainted prior to EFI's site visit and the tenant reported that there were cracks in the drywall which had to be removed and replaced (Photographs 17 and 18).
- Unit 2 had been repainted prior to EFI's site visit and it was reported that there were cracks in the drywall which was removed and replaced (Photographs 19 and 20).
- Unit 3 had no cracks in the wall and ceiling finishes, but EFI could not confirm if repairs had been made prior to the site visit (Photographs 21 and 22).
- EFI did not have access to Unit 4. We have provided photos of these
- EFI did not have access to Unit 5.
- Unit 6 exhibited hairline width cracks along the crown molding within multiple rooms (Photographs 23 through 25).
 - The drywall was removed within the bathroom and the floor coverings were removed within the bedrooms.

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EFI Global File No.: 038.05231

- The drywall was removed within the bathroom in Unit 7 (Photograph 26).

ATTIC SPACE OBSERVATIONS:

- The roof decking was tongue-n-groove planks with no gaps between the individual boards (Photographs 27 through 29).
 - o The rafters were spaced at approximately 16-inches on center.
- Separations were noted at random rafters to ridge beam connections (Photographs 30 through 32).
 - o The exposed nails within the separations exhibited corrosion indicating long-term exposure.

WEATHER CONDITIONS AT THE TIME OF LOSS

The following narrative of the tornado from the National Weather Service:
A severe thunderstorm produced a long-track tornado that caused damage from Newbern, TN to Paris Landing, TN and eventually crossed the Tennessee River,

Tornado in #1 Newbern to Paris Landing...

Rating: EF-3
Estimated Peak Wind: 160 mph
Path Length /Statute/: 71.6 miles
Path Width /Maximum/: 1038 yards
Fatalities: 0
Injuries: 5

Start Date: Dec 10 2021
Start Time: 1032 PM CST
Start Location: SW Newbern
Start Lat/Lon: 36.12 / -89.26

End Date: Dec 10 2021
End Time: 1148 PM CST
End Location: Paris Landing
End Lat/Lon: 36.50 / -88.07

SURVEY SUMMARY:

The first observed damage was a few miles southwest of Newbern, TN near Washington Street. The tornado moved northeast, uprooting and snapping numerous trees along its path. Several homes had significant roof damage. The tornado initially produced EF-1 damage but while progressing northeast, it continued to strengthen as it approached Dresden, TN. Several buildings and homes in downtown Dresden suffered significant damage or were completely destroyed. The tornado slightly weakened and moved northeast toward Paris Landing and eventually crossed the Tennessee River into Stewart County in Middle Tennessee,

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EFI Global File No.: 038.05231

DISCUSSION AND ANALYSIS

Buildings are an obstacle to the wind currents that are generated during a storm that results in changes in the direction of air flow. This redirection of the air flow around and over the surfaces of the building, results in varying magnitudes of negative and positive wind pressures over the surfaces of the building. In general, inward-acting pressures (positive) are produced on windward surfaces and outward-acting pressures (negative) are produced on leeward surfaces. Since the flow of air cannot negotiate sharp discontinuities in the building surfaces, such as overhangs, roof corners, and wall corners, the flow of the air will separate from building surfaces resulting in outward-acting pressures (turbulence). Failure or removal of cladding in these areas typically will occur first followed by damage to unsupported components or loosely fastened components. Damage to the structural frame typically occurs last, and initial indications of frame movement will include damage to brittle wall coverings such as cracked masonry and cracked windows/distorted openings.

Wind speed damage correlations used for wind engineering research indicate the progression of damage for a wood frame structure similar to that at the referenced location begins with the threshold of visible damage, loss of roof covering and siding, broken glass in doors/windows, lift of the roof deck and loss of significant roof covering, collapse of chimney, collapse of garage doors (inward), large sections of roof structure removed (most walls standing), collapse of exterior walls, most walls collapsed (except small interior rooms), all walls collapsed, and finally complete destruction of the building (swept clean). Substantial damage to exterior cladding and damage from debris impact typically will precede other damage to the interior of structure. Damage from wind forces is typically not "hidden" or concealed by the structure.

The following damage to the building was attributed to the tornado event on December 10, 2021:

- The reported and already repaired damage to the shingles was due to the effects of wind.
- The broken windows along the various elevations were caused by debris impact during the tornado event.
- The out of plumb columns were due by the effects of wind.
- The reported damage to the wall and ceiling finishes were consistent with damage caused by buffeting of the building by the wind.
- The hairline width cracks along the crown molding were caused by buffeting of the building by the wind.

The roof decking as noted within the attic space was tongue-n-groove boards with no gaps between the individual boards. The separations noted at random rafter to ridge beam connections were pre-existing to the tornado event as evidenced by the corrosion along the exposed nails.

RECOMMENDATIONS AND CONCLUSIONS

The following repair recommendations are conceptual in nature and are provided with a reasonable degree of professional certainty:

1. The damaged shingles had been removed and replaced prior to EFI's site visit.
2. The broken windows should be removed and replaced using like-kind materials.
3. The out of plumb columns should be replumbed as necessary and reattached to the concrete slab.
4. The reported damage to the wall and ceiling finishes had been removed and replaced or repaired prior to EFI's site visit.
5. The hairline width cracks along the crown molding should be caulked and repainted using like-kind materials. WINDOWS WILL HAVE TO MATCH

Insured: William Anderson
EFI Global File No.: 038.05231

6. The roof decking as noted within the attic space was tongue-n-groove boards with no gaps between the individual boards.
7. The separations noted at random rafter to ridge beam connections were pre-existing to the tornado event as evidenced by the corrosion along the exposed nails.

APPENDICES GET COPIES OF PHOTOS REFERENCED HERE

Representative photographs are included with this report. Additional photographs captured at the time of the inspection are available upon request.

- Appendix A - Photographs

LIMITATIONS

The information presented in this report addresses the limited objectives related to the evaluation of this assignment. The opinions presented in this report have been made to a reasonable degree of scientific and engineering certainty based upon the information available at the time this report was authored. This report only describes the conditions present at the time of EFI's examination and is only based upon the observations made. This analysis was limited to the scope of work outlined in this report. This report is not intended to fully delineate or document every defect or deficiency throughout the subject property.

The opinions contained within this report are limited to the circumstances associated with this assignment, and are based on this author's education, experience, and training. Should additional information which relates to this evaluation become known, EFI reserves the right to alter the opinions contained in this report as necessary. In some cases, additional studies may be warranted to fully evaluate conditions noted.

This report is furnished as privileged and confidential to the addressee. Release to any other company, concern, or individual is solely the responsibility of the addressee. Any verbal statements made before, during, or after the course of the assignment were made as a courtesy only and are not considered a part of this report.

CLOSING

EFI appreciates this opportunity to provide consulting services related to this matter. Please contact us should any questions arise concerning this report, or if we may be of further assistance.

ENGINEER STAMP

This report has been transmitted electronically. If requested, a hard copy of the report with a Nwet-stamp" can be provided. The signature and stamp image on the front are for demonstrative purposes. This report has been electronically signed and sealed by this author on the referenced date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

It is a violation of law for any person to alter this document in any way, unless acting under the direction of a licensed professional engineer. If a document bearing the seal of an engineer is altered, the altering engineer shall affix to the document their seal and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.

efi global

Photographs



Photo No. 5: View of the boarded windows along the south elevation.



Photo No. 6: View of the tack of cracks in the brick veneer.

Insured: William Anderson
EFI Global File #: 038.05231

Site Visit Date: May 11, 2022

efi global

Photographs



Photo No. 7: View of the lack of cracks in the brick veneer.



Photo No. 8: View of the scuff marks or debris on the brick veneer.

efi global

Photographs

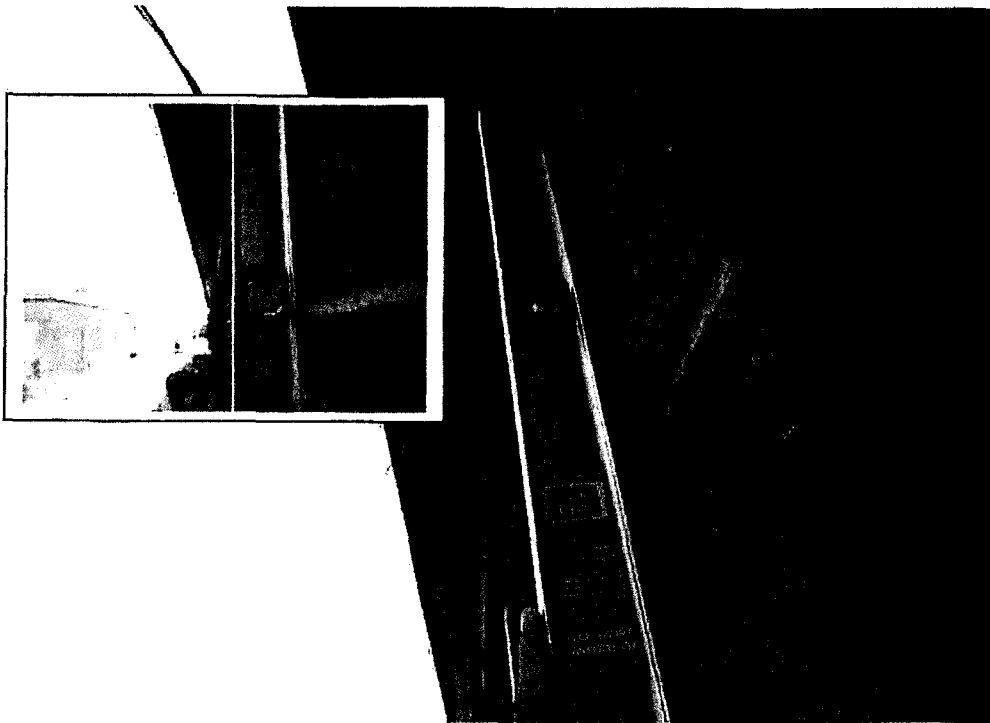


Photo No. 9: View of the approximately plumb measurement of the exterior wall.

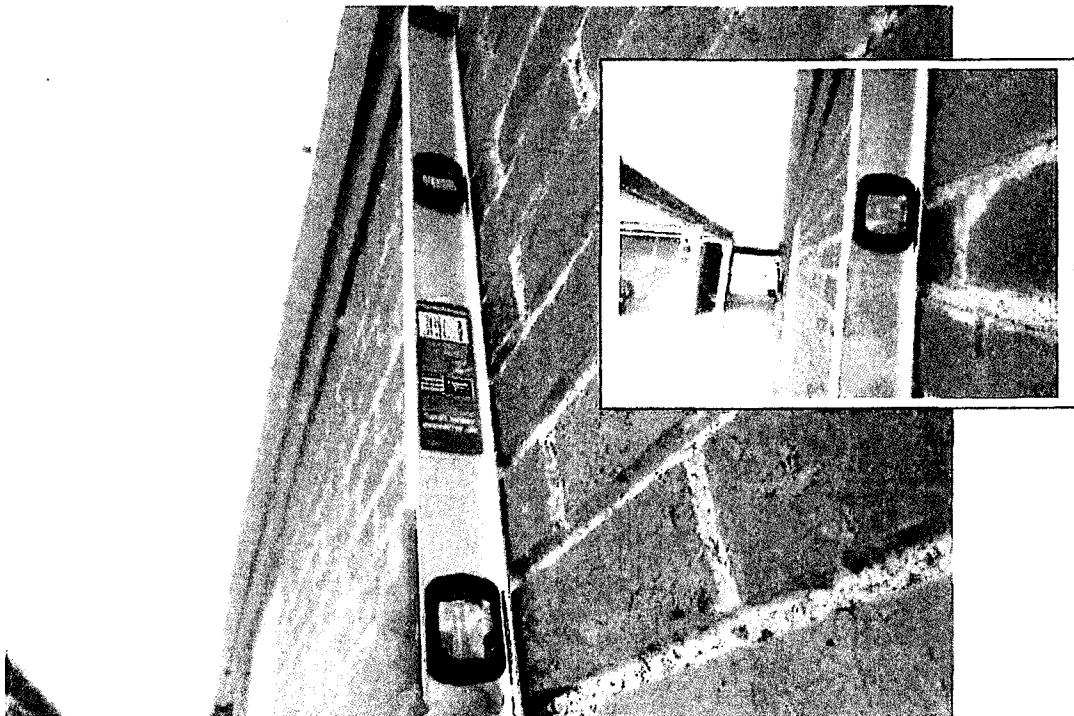


Photo No.10: View of the approximately plumb measurement of the exterior wall.

efi global

Photographs



Photo No. 27: View of the tongue-n-groove deck boards.



Photo No. 28: View of the tongue-n-groove deck boards.

Insured: William Anderson
EFI Global File #: 038.0523J

Site Visit Date: May JJ, 2022

efl global

Photographs

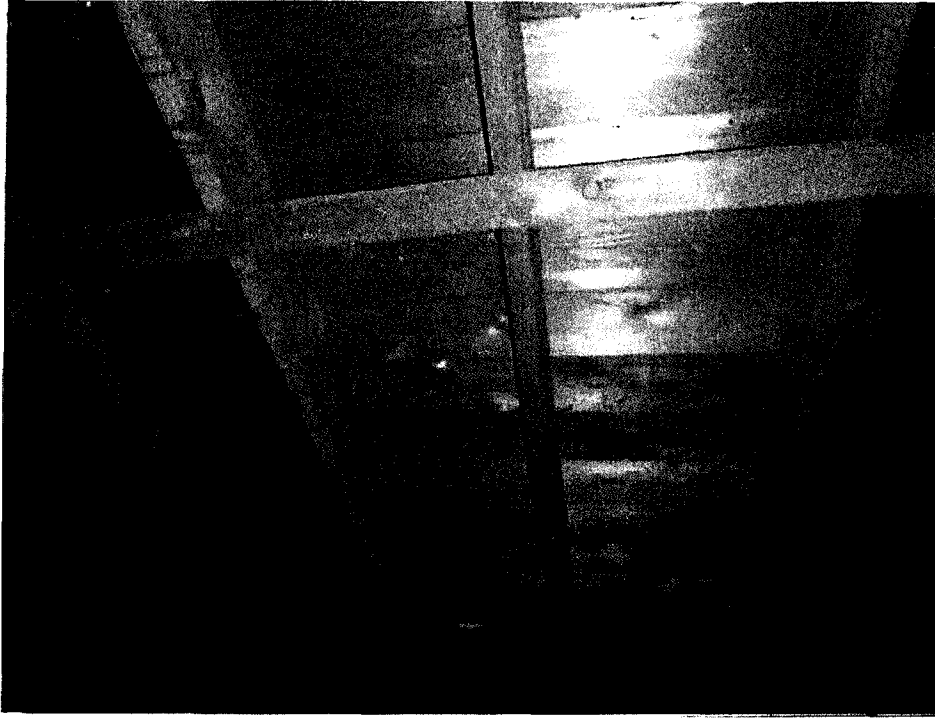


Photo No. 29: View of the tongue-n-groove deck boards.

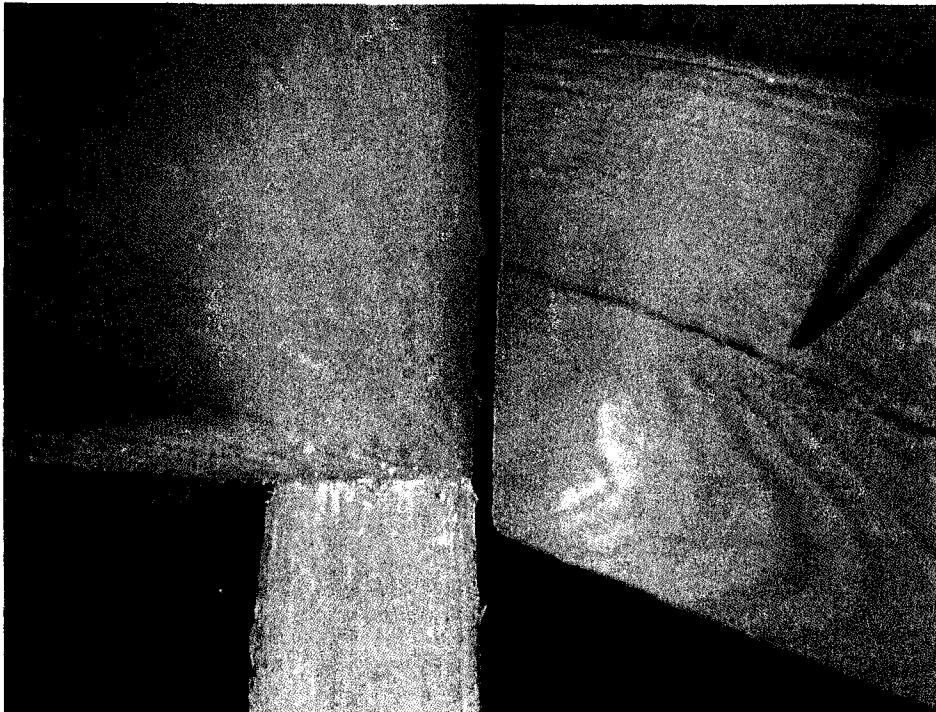


Photo No. 30: View of the separation along the ridge beam and rafter connection in which the exposed nail exhibited corrosion.

Insured: William Anderson
EFI Global File#: 038.05131

Site Visit Date: May 11, 2022

efi global

Photographs

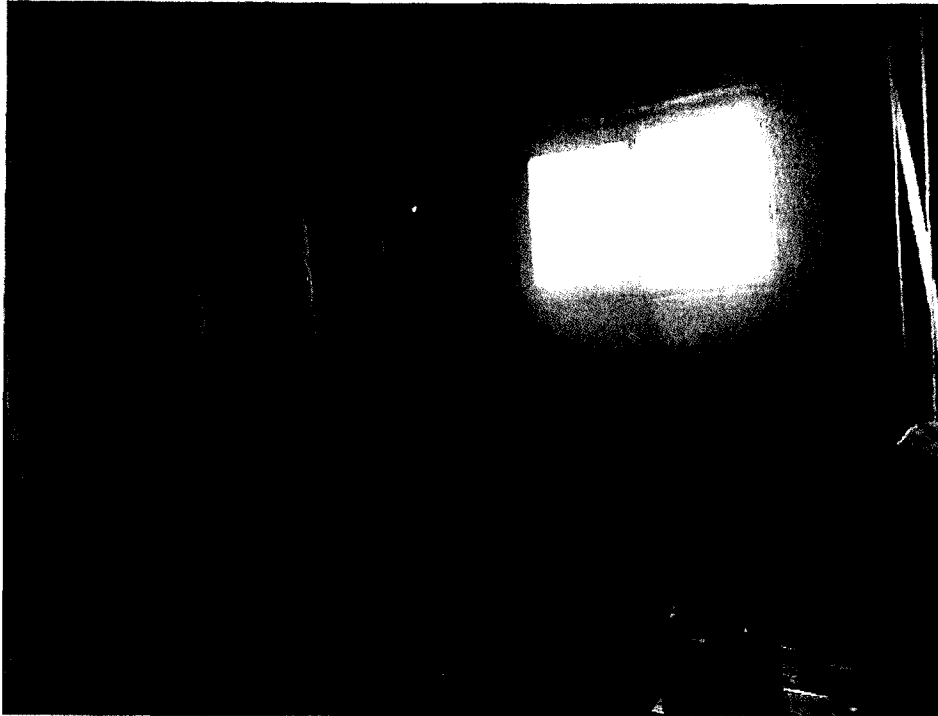


Photo No. 25: View of the bathroom with the drywall removed within Unit 6.



Photo No. 26: View of the bathroom with the drywall removed within Unit 7.

Photographs



Photo No. 15: View of a torn shingle.



Photo No. 16: View of scuff mark on the newly installed shingles.

efi global

Photographs

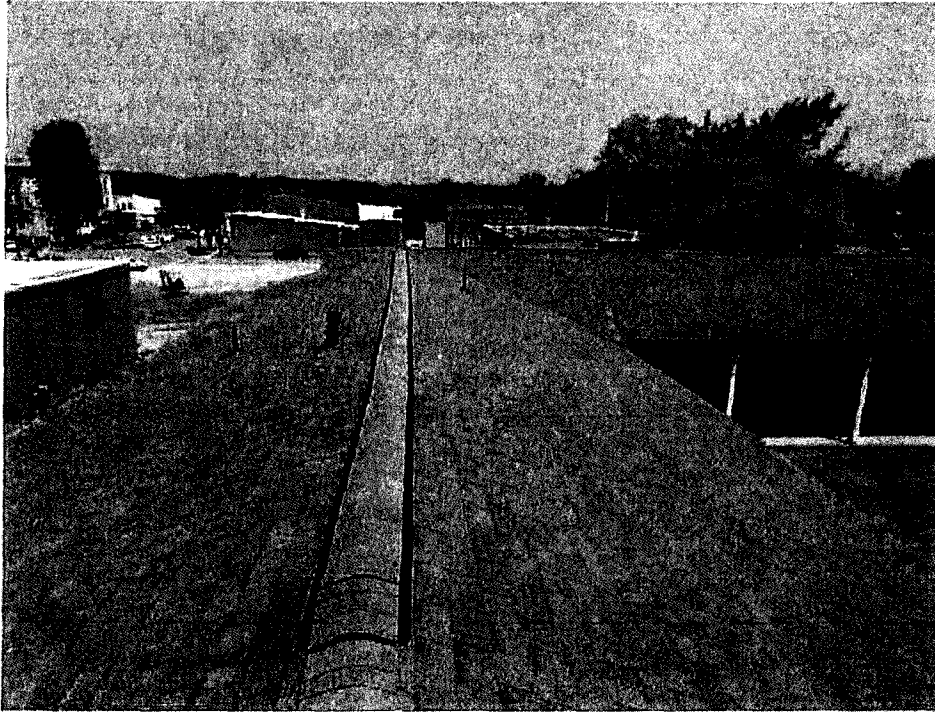


Photo No. 13: View of the general condition of the recently installed shingles along the various roof slopes.

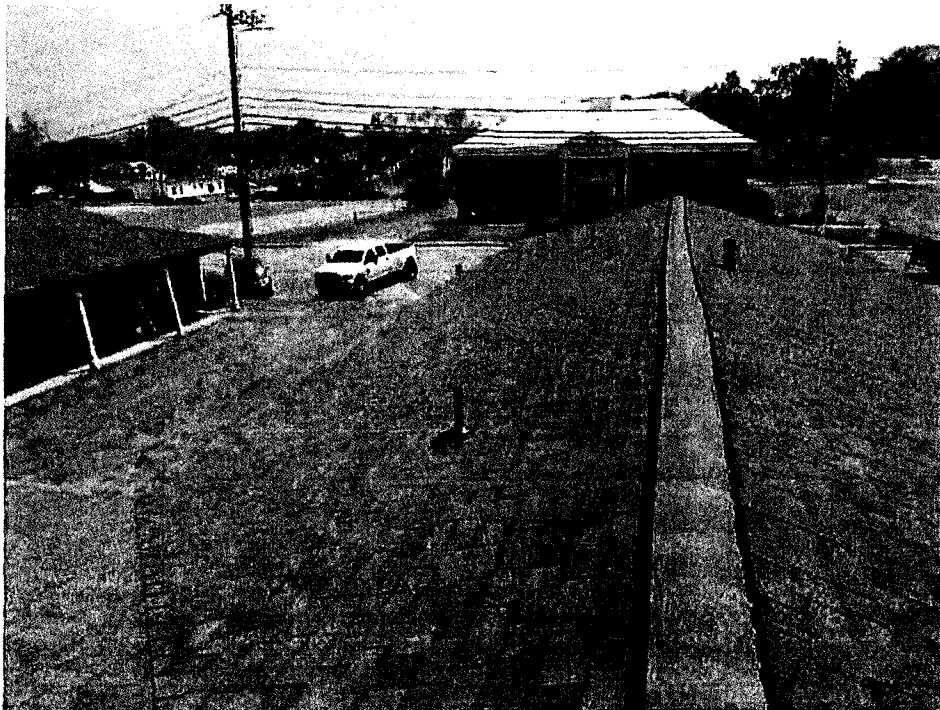


Photo No. 14: View of the general condition of the recently installed shingles along the various roof slopes.

EFI Global File #: 038.05231

Exhibit D

Proof of Fraud 1-20

Griffin Building Consultants

68 Photos



DAMAGE PHOTOS

Updated report

2/5/2023



SPACED DECKING IS ALL OVER THIS BUILDING

Project: Anderson Apartments

Date: 11/22/2022, 1:27am

Creator: William Griffin



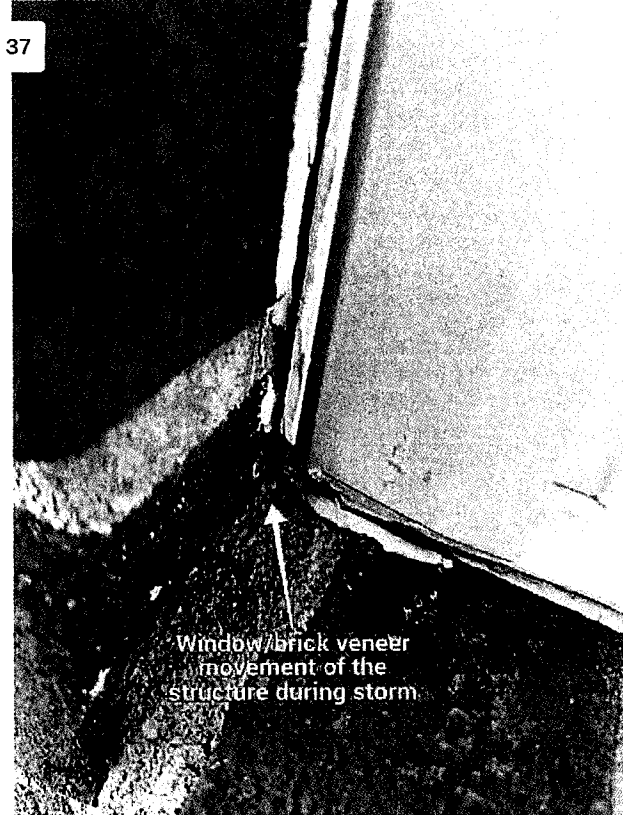
Project: Anderson Apartments

Date: 11/22/2022, 3:02am

Creator: William Griffin

Updated report

2/5/2023

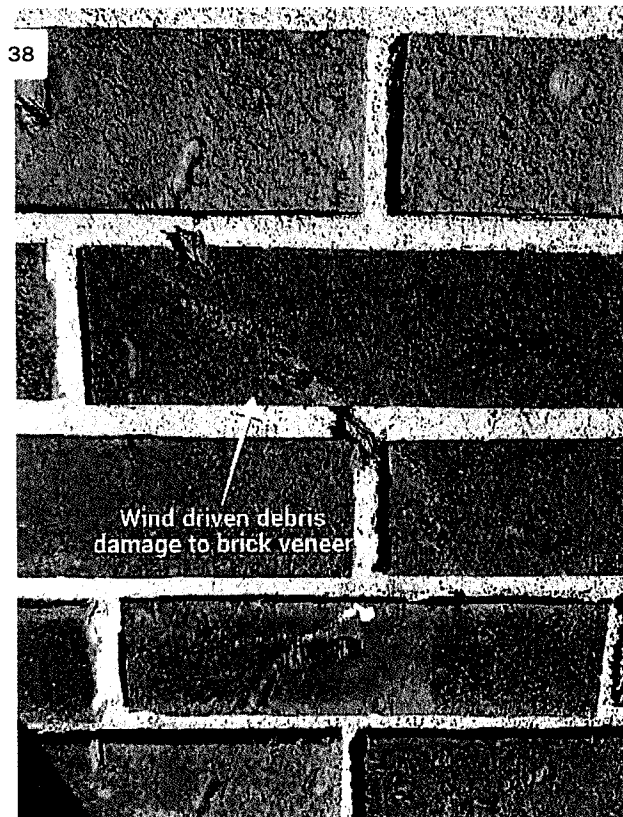


DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 3:36pm

Creator: William Griffin



BRICK DAMAGE

Project: Anderson Apartments

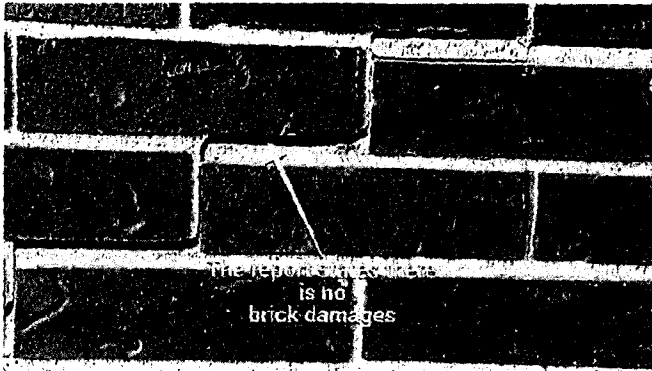
Date: 12/16/2022, 3:39pm

Creator: William Griffin

Updated report

2/6/2023

21



Project: Anderson Apartments

Date: 11/29/2022, 3:24pm

Creator: Greg Heath

22



Project: Anderson Apartments

Date: 11/29/2022, 3:24pm

Creator: Greg Heath

Updated report

2/5/2023

7

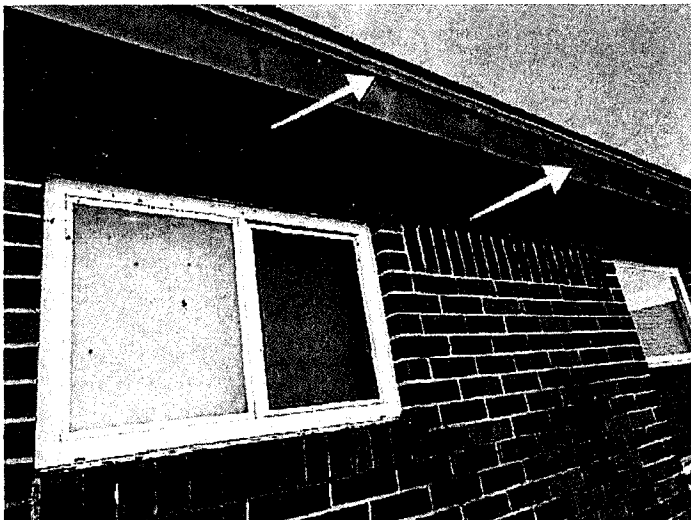


Project: Anderson Apartments

Date: 1/12/2022, 2:17pm

Creator: William Griffin

8



Project: Anderson Apartments

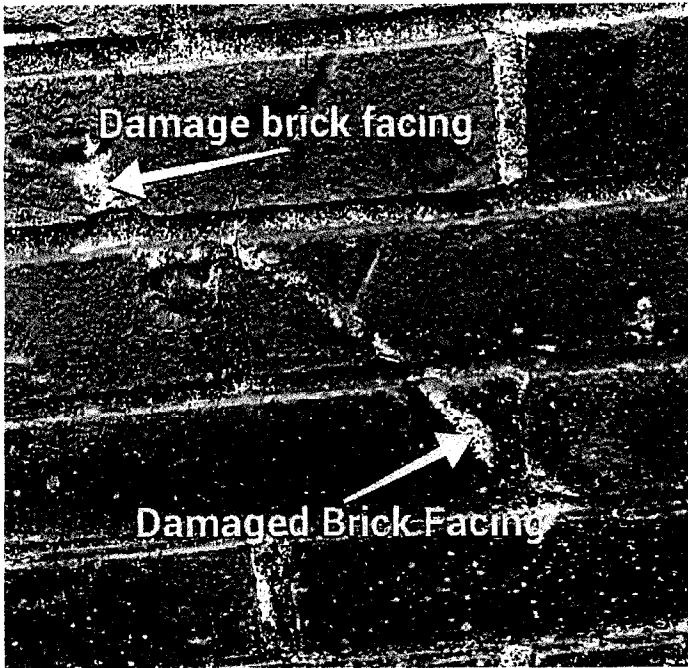
Date: 1/12/2022, 2:17pm

Creator: William Griffin

Updated report

2/5/2023

19

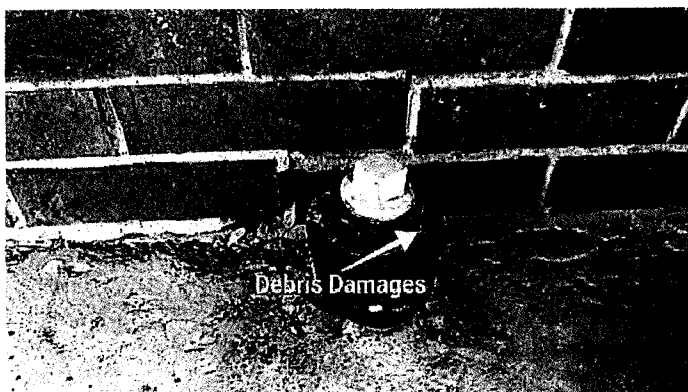


Project: Anderson Apartments

Date: 11/29/2022, 3:11pm

Creator: Greg Heath

20



Project: Anderson Apartments

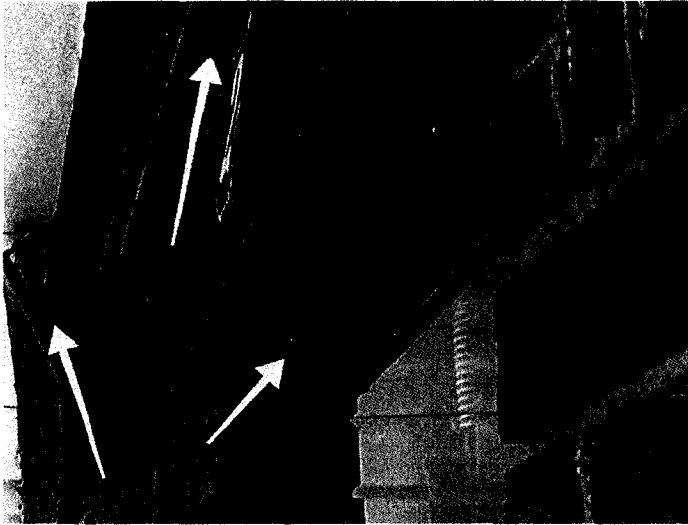
Date: 11/29/2022, 3:21pm

Creator: Greg Heath

Updated report

2/5/2023

23



structural damage ignored

Project: Anderson Apartments

Date: 11/29/2022, 3:26pm

Creator: Greg Heath

24



Project: Anderson Apartments

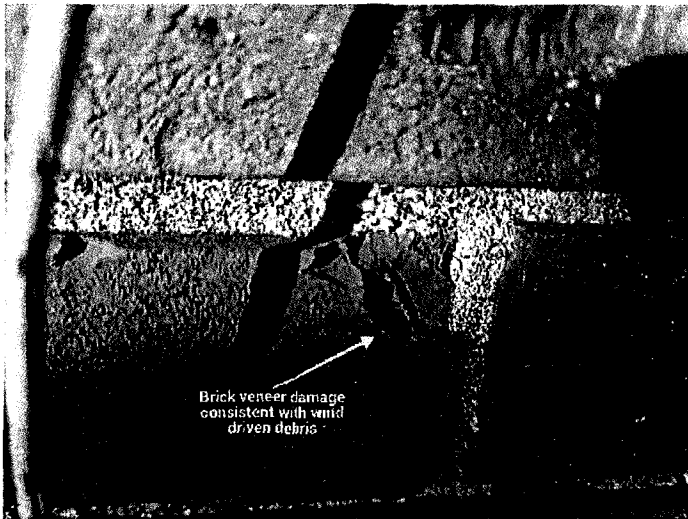
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Creator: Greg Heath

Updated report

2/5/2023

35



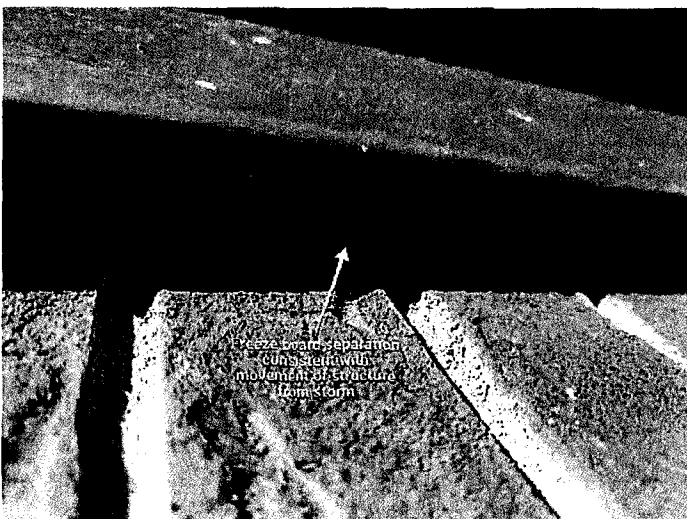
BRICK DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 3:35pm

Creator: William Griffin

36



RAFTER MOVEMENT

Project: Anderson Apartments

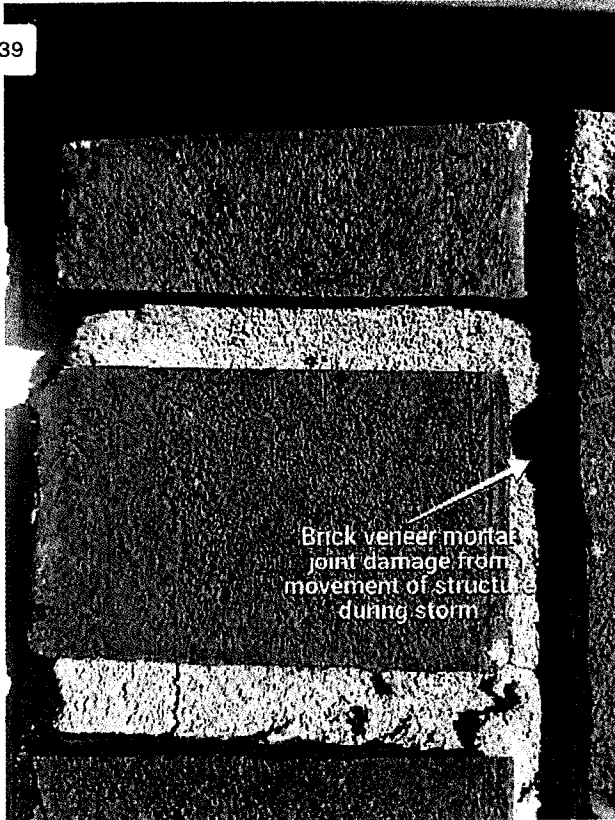
Date: 12/16/2022, 3:35pm

Creator: William Griffin

Updated report

2/5/2023

39



Brick veneer mortar joint damage from movement of structure during storm

BRICK DAMAGE

Project: Anderson Apartments
Date: 12/16/2022, 3:39pm
Creator: William Griffin

40

Project: Anderson Apartments
Date: 12/16/2022, 3:42pm
Creator: William Griffin

Updated report

2/5/2023

49



STRUCTURAL DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 3:58pm

Creator: William Griffin



BRICK DAMAGE

Project: Anderson Apartments

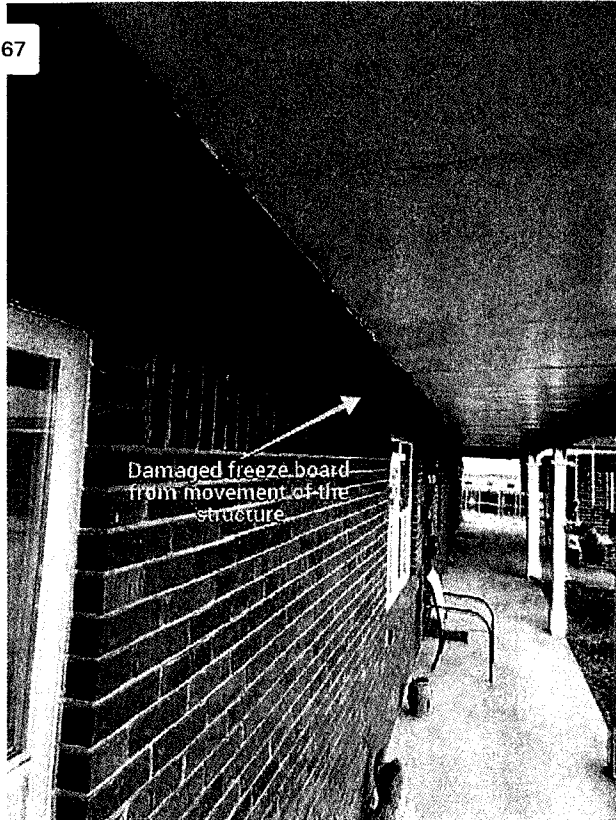
Date: 12/16/2022, 3:58pm

Creator: William Griffin

Updated report

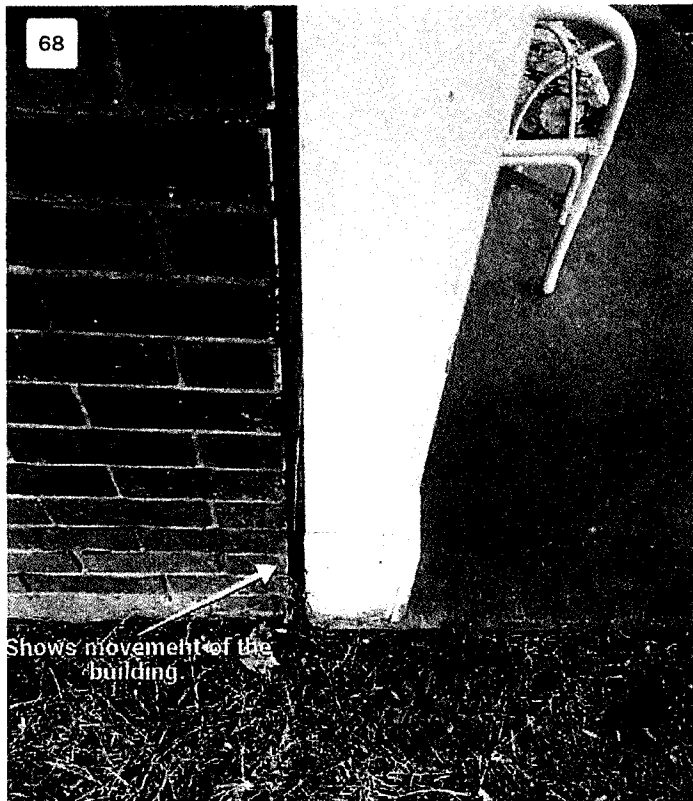
2/5/2023

67



Project: Anderson Apartments
Date: 12/16/2022, 4:15pm
Creator: William Griffin

68

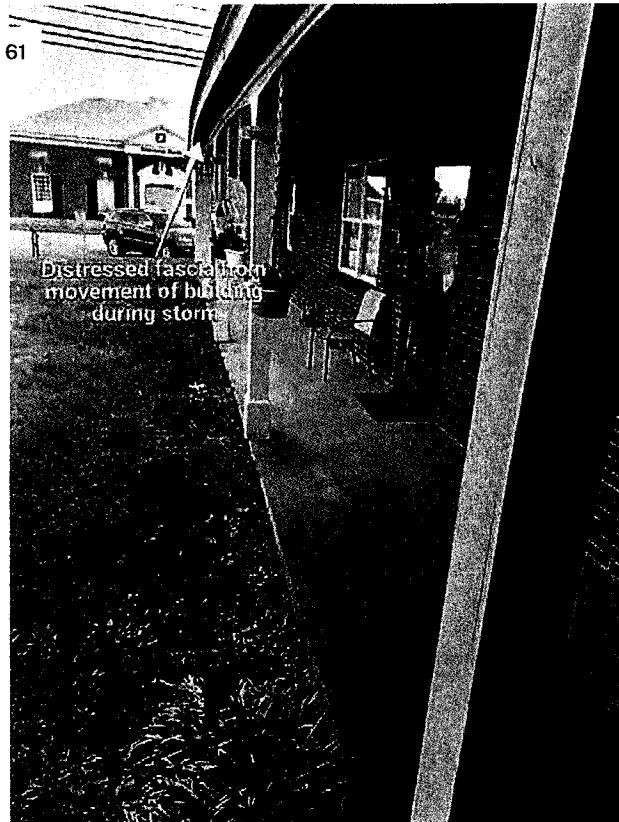


MAJOR DAMAGE

Project: Anderson Apartments
Date: 12/16/2022, 4:23pm
Creator: William Griffin

Updated report

2/5/2023

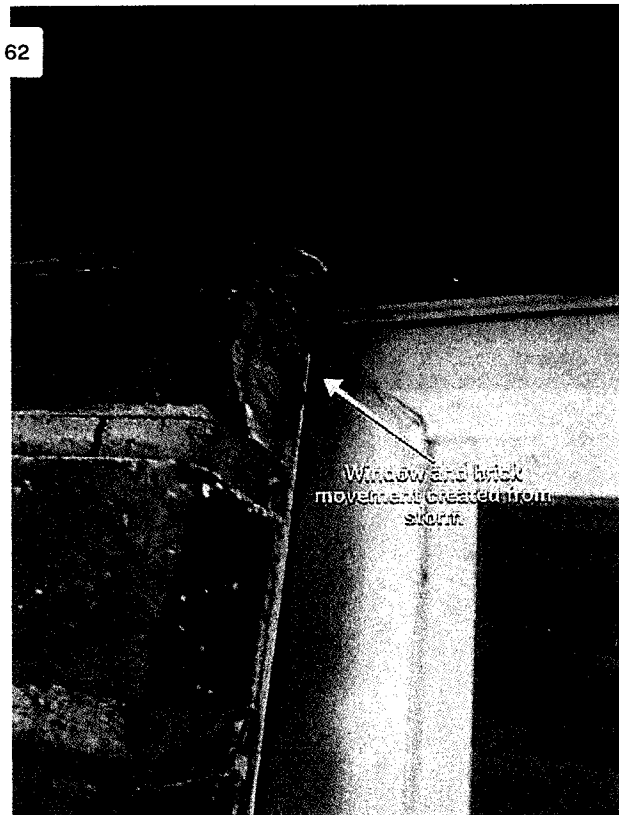


DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 4:10pm

Creator: William Griffin



Project: Anderson Apartments

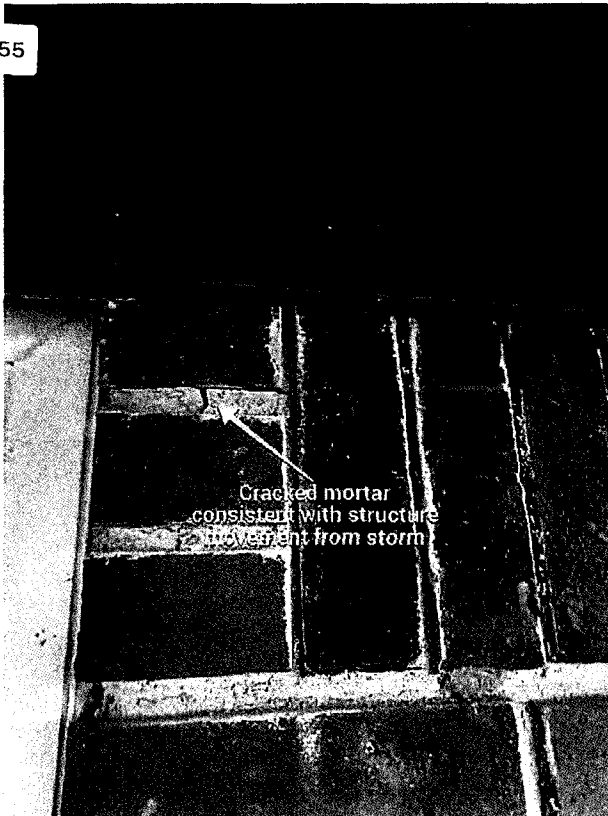
Date: 12/16/2022, 4:11pm

Creator: William Griffin

Updated report

2/5/2023

55



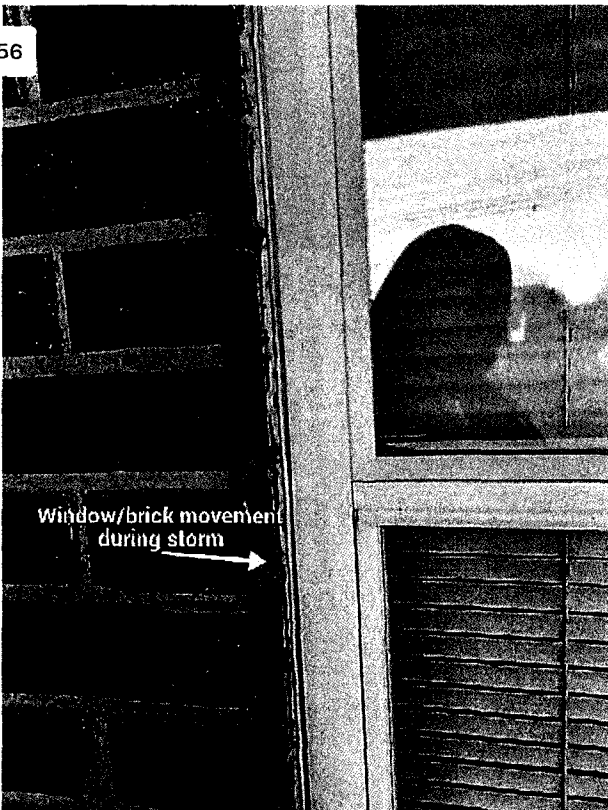
BRICK DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 4:07pm

Creator: William Griffin

56



BRICK DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 4:07pm

Creator: William Griffin

Updated report

2/5/2023

63

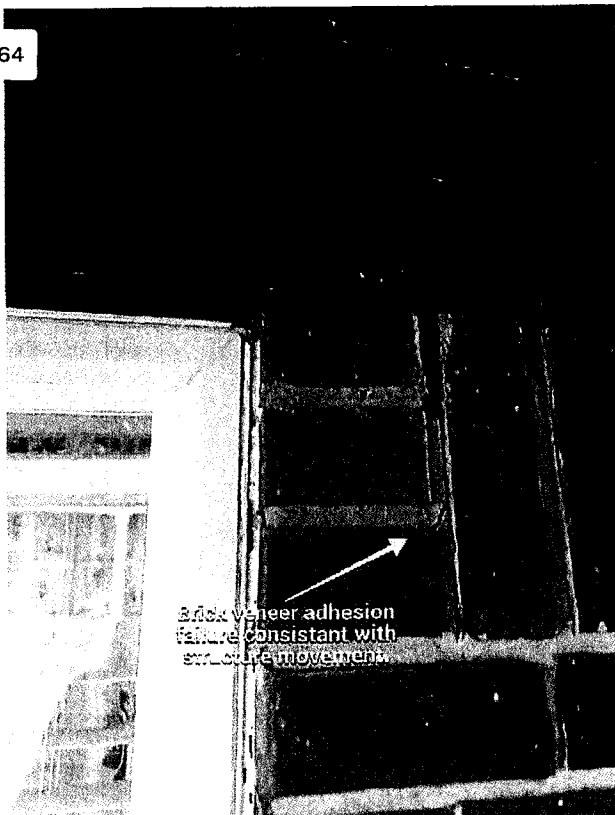


Project: Anderson Apartments

Date: 12/16/2022, 4:11pm

Creator: William Griffin

64



BRICK DAMAGE

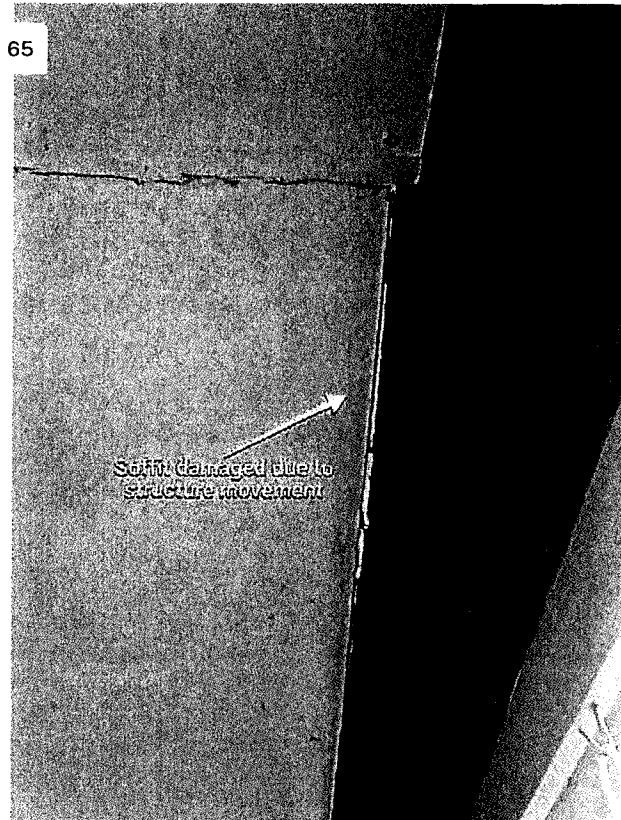
Project: Anderson Apartments

Date: 12/16/2022, 4:11pm

Creator: William Griffin

Updated report

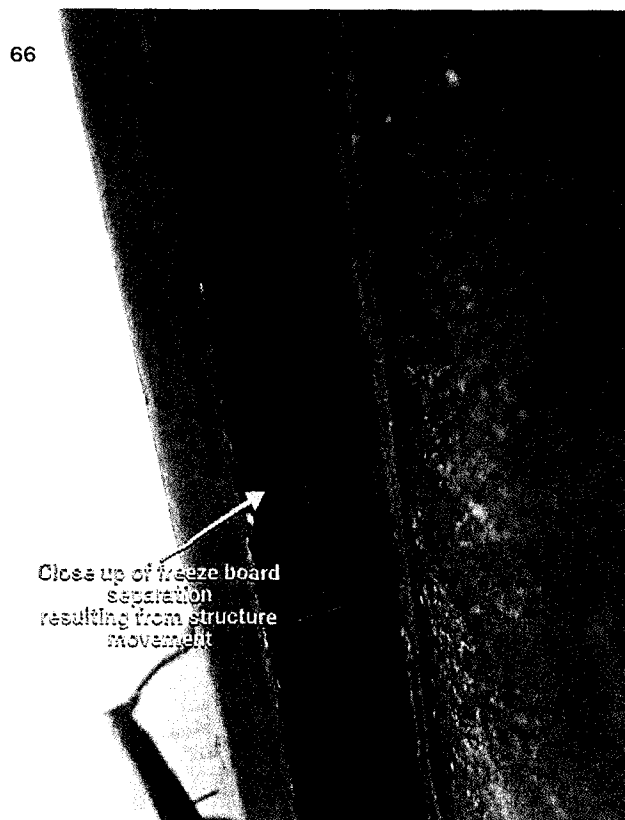
2/5/2023



Project: Anderson Apartments

Date: 12/16/2022, 4:12pm

Creator: William Griffin



MAJOR DAMAGE

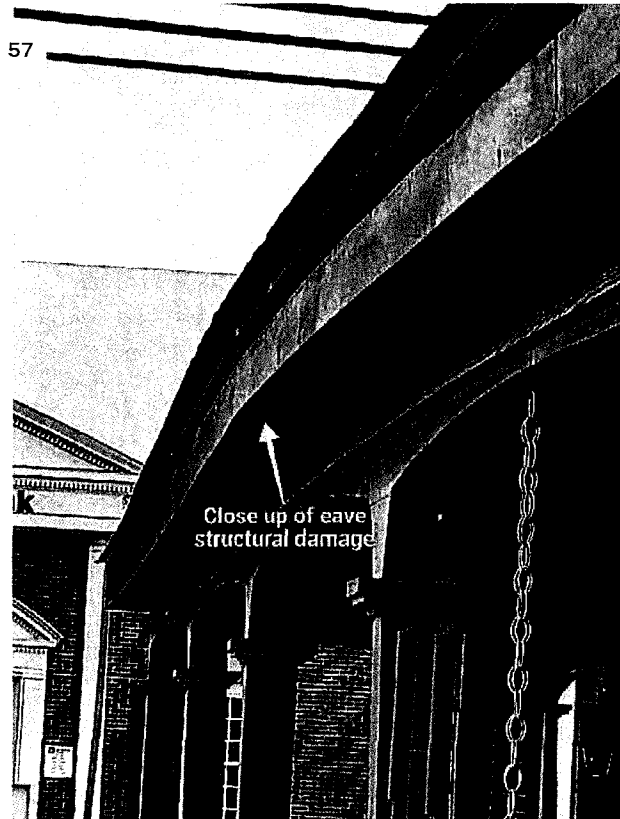
Project: Anderson Apartments

Date: 12/16/2022, 4:15pm

Creator: William Griffin

Updated report

2/5/2023

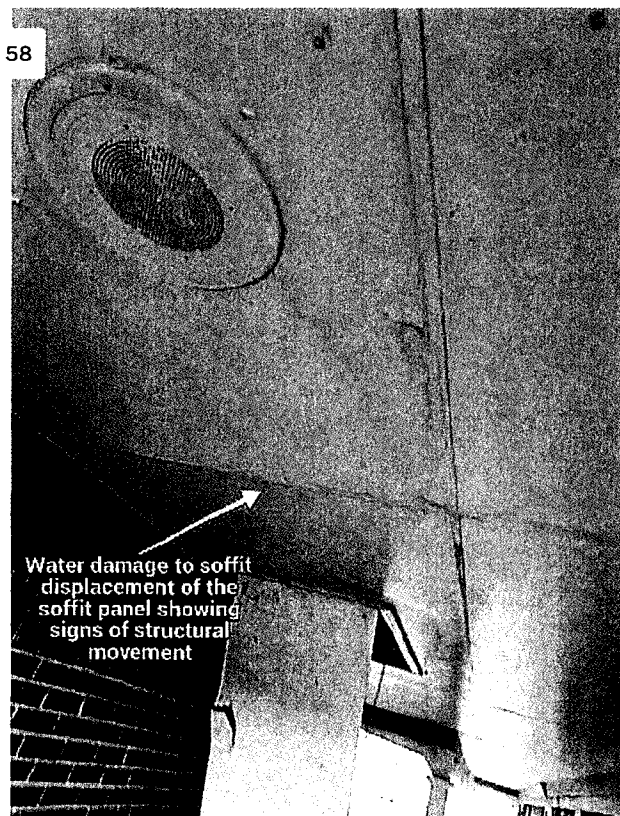


DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 4:08pm

Creator: William Griffin



DAMAGE

Project: Anderson Apartments

Date: 12/16/2022, 4:09pm

Creator: William Griffin

Updated report

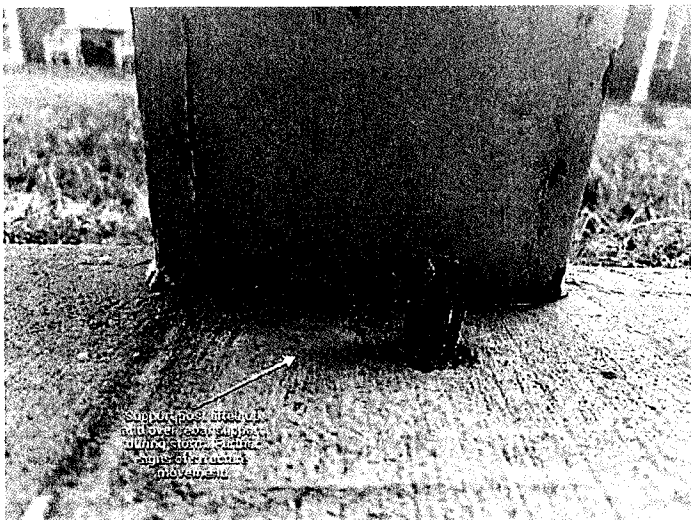
2/5/2023

51



Project: Anderson Apartments
Date: 12/16/2022, 3:59pm
Creator: William Griffin

52



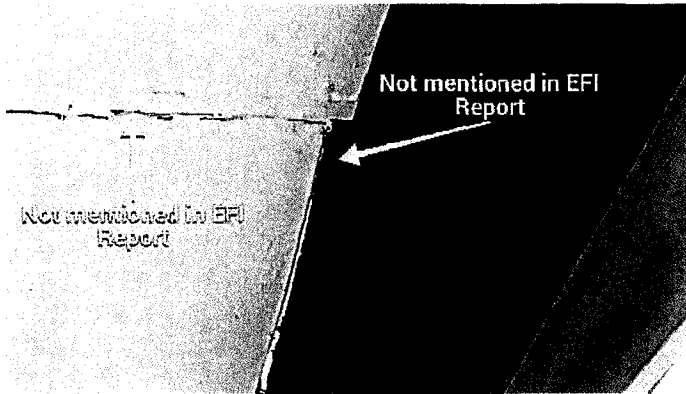
Project: Anderson Apartments
Date: 12/16/2022, 4:01pm
Creator: William Griffin

Updated report

2/5/2023

25

structural not in report



Project: Anderson Apartments

Date: 11/29/2022, 3:27pm

Creator: Greg Heath

26

**UNSAFE TO
REINSTALL**



Project: Anderson Apartments

Date: 11/29/2022, 3:27pm

Creator: Greg Heath

Updated report

2/5/2023

1



Project: Anderson Apartments
Date: 1/12/2022, 2:09pm
Creator: William Griffin

2



Project: Anderson Apartments
Date: 1/12/2022, 2:09pm
Creator: William Griffin

Updated report

2/5/2023



ENTIRE BLDG SHIFTED

Project: Anderson Apartments
Date: 12/13/2022, 11:28am
Creator: Russ Perkins



PROOF OF SHIFT

Project: Anderson Apartments
Date: 12/13/2022, 11:28am
Creator: Russ Perkins

Exhibit D-1
**SWORN STATEMENT
IN PROOF OF LOSS**

Insured: William J. Anderson
 Claim Number: RK0796
 Policy Number:

The information immediately above is provided for your convenience. If it is incorrect, please correct it.

READ: The completion of A SWORN STATEMENT IN PROOF OF LOSS is required by your insurance policy. Failure to submit this document may result in the denial of your claim. The information which you provide, including the additional documentation material, will be used by us in processing your claim. If additional documentation of your claim is requested by us, or deemed necessary by you, such documentation or material is considered to be part of this SWORN STATEMENT IN PROOF OF LOSS.

COMPLETE THESE QUESTIONS: Basic instructions are attached to this form.

1. Loss or damage occurred on: Month: December Day: 10th Year: 2021 Time: 10:15 ☐ a.m./ ☒ p.m.
2. What caused the loss or damage? Tornado If FIRE caused the loss, what caused the fire?
3. At the time of the loss, who occupied the building(s)? Tenants At the time of the loss, what were the building(s) used for? Apartments
4. What is your interest in the property claimed?
 (a) Building(s)? Owners
 (b) Contents/Personal property? Owners
5. Does any other person(s), company or organization have an ownership interest in the:
 (a) Building(s)? No If Yes, explain:
 (b) Contents or Personal Property? No If Yes, explain:
6. Is there a mortgage or other encumbrance on any property claimed?
 If yes, who holds that mortgage or encumbrance and what was its approximate dollar amount on the date of the loss?
No
7. Does any other insurance apply to this loss? No If Yes, explain:
 If Yes, has or will a claim be made under that insurance?
8. Before the loss was there any change in your interest, use or occupancy of the:
 (a) Building(s)? No If Yes, explain:
 (b) Contents or Personal Property? No If Yes, explain:

THE AMOUNT OF LOSS CLAIMED:

Building(s)	Contents/Personal Property	Loss of Use/Business Income
\$ \$307,064.69	\$	\$ 32145.00

The actual cash value of the damaged property immediately before the loss was:

Building(s)	Contents/Personal Property	Loss of Use/Business Income
\$ 296.888.12	\$	\$ 22,500.00

Pending

Pending

Additional Coverages

Other - Explain
 \$ 32,500.00

Mitigation Costs

Other - Explain
 \$ 21,648.53

Extra Expense

\$ 65,210.00

2800 South Taylor Drive • Sheboygan, WI 53081
 920.458.9131



**SWORN STATEMENT
IN PROOF OF LOSS**
(Second Submission)

READ CAREFULLY:

I SWEAR THAT:

- (1) NEITHER I NOR ANY OTHER PERSON ON MY BEHALF, AT MY DIRECTION, OR WITH MY KNOWLEDGE HAS INTENTIONALLY CAUSED THIS LOSS.
- (2) I HAVE NOT MADE CLAIM FOR ANY PROPERTY NOT DAMAGED BY THIS LOSS.
- (3) I HAVE NOT ATTEMPTED TO NOR HAVE I DECEIVED OR DEFRAUDED ACUITY, A MUTUAL INSURANCE COMPANY.

I swear, under penalty of perjury, that I have read and completed the above sworn statement in Proof of Loss, including any attachments, and that the information given by me is true and correct.

CAUTION: FURNISHING FALSE INFORMATION MAY RESULT IN DENIAL OF YOUR CLAIM.

<p>Subscribed and sworn to before me this <u>22</u> day of <u>July</u>, 20<u>23</u>. <u>[Signature]</u> Notary Public, State of <u>Tennessee</u> My Commission expires: <u>07/16/2024</u></p>		<p><u>[Signature]</u> Signature of Insured</p> <p><u>[Signature]</u> Signature of Insured</p>
---	--	---

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

STATEMENTS OF INSURED: The insured(s) reserve(s) all right(s) he/she/it/they may have under the insurance policy, including, but not limited to, supplementing the claim/or filing additional Proofs of Loss, should cause arise. This Proof of Loss does not address hidden damages and does not include any unknown damages or complications or additional costs that may be associated with any repair/replacement of the damages to the insured(s) property. If this Proof of Loss does not comply with the policy conditions, you are hereby instructed to inform the insured(s) within 15 days from the date of the Proof of Loss or any deficiencies will be considered waived. The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof. The furnishing or the preparation of proofs by the above insured is not a waiver of any of its rights.



Ben Perry, MBA

Coastal Claims Services, Inc.

2650 N. Dixie Freeway, New Smyrna Beach, FL 32168

Office (386) 314-0074 **Cell** (229) 560-2713 **Fax** (386) 961-4344 **Email** benp@coastalclaims.net

Current Role

Owner / Director of Appraisal Division

Coastal Claims Services, Inc

Previous Relevant Experience

Real Estate Agent

Florida Homes Realty & Mortgage

Commercial Real Estate Development Analyst

Ambling University Development Group

Construction Quality Control Manager - Commercial Projects

Ambling Construction Company

Guess & Lovell Surveying and Mapping / Lovell Engineering Associates

Land Surveyor

Active Licenses

FL Public Adjuster: W204249

FL Home Inspector: HI12763

IA Public Adjuster: 17333367

IN Public Adjuster: 3681782

SC Public Adjuster: 17333367

WI Public Adjuster: 17333367

Active Certifications / Designations

InterNACHI Certified Professional Inspector

InterNACHI - Owens Corning - Lowes Roof Technician

Claims Adjuster Certified Professional

Xactware Xactimate Certified Level 2

Active Memberships

InterNACHI - International Association of Home Inspectors

AIA - American Institute of Architects

ICC - International Code Council

WIND - Windstorm Insurance Network

Andrew J. Fraraccio

570 New Waverly Place, Suite 220, Cary, NC 27518
 Tel: 919.345.0548 / Fax: 866.369.1755 / email: andyf@intrustclaims.com

Property Loss Consulting / Appraiser / Umpire / Loss of Business Income**Profile:**

Mr. Fraraccio carries 28 years of experience as independent insurance appraiser, umpire, adjuster, and property loss/business interruption consultant. Mr. Fraraccio also provides a diverse range of construction-related services with expertise in restoration and reconstruction of existing custom-built real property, and personal property. Mr. Fraraccio has served as an expert appraiser and umpire in hundreds of loss disputes nationally on behalf of individuals, insurers, and business-owners. He is responsible for Calculating Loss of Business Income, Project Management, Cost-Estimating, Scope Development, Damage Evaluations, Building Code-Compliance, Appraisal-Umpire Appointment, and Litigation Expertise. Among numerous selected achievements, Mr. Fraraccio served as umpire and appraiser for hundreds of large losses nationally, for commercial and residential structures, and contents. In addition, he settled several thousand business interruption losses and disputes throughout the United States, spanning 3 decades.

Additional Selected Achievements

Mr. Fraraccio developed and presented lectures and educational seminars to insurance carriers, law firms, and associations regarding property loss dispute resolution, appraisal, and arbitration. These educational seminars involve extensive research including state statutes and case laws, nationally. He is a nationally-recognized expert in litigated insurance claim disputes. He was also retained as an expert to settle scores of flood litigation claims for the NFIP and Write-Your-Own (WYO) insurance carriers.

Mr. Fraraccio has set industry standards in estimating software through research and Development of Digital Documentation Systems; also known as MS/B estimating system. He also set industry standards in the formatting and language used in captioned reports throughout the industry. He founded and principally operates Intrust Claim Servicing, Inc., a nationally-recognized dispute resolution and loss consulting firm.

Education:

Electronics Technology Degree: (3.84/4.0 G.P.A.): United Electronics Institute, Tampa, FL (1986)
 University of South Florida: Business Management Courses (1986-1990)
 St. Petersburg Jr. College: Business Management Courses (1991-1992)
 Manatee Jr. College: Business Management Courses, Technical-Writing, Physics 1-3, CAD and other engineering-related courses (1982-1983, 1988-1990)

Mr. Fraraccio's education and career experience also include Insurance Law, Electronic Engineering, and Research and Development.

Licenses/Certifications: Umpire Certification – FL WIND Network
 Appraiser Certification – FL WIND Network
 Independent Adjuster License, State of North Carolina (License #NPN 1290237)
 Independent Adjuster License, State of Florida
 Independent Adjuster License, State of Texas
 Independent Adjuster License, State of Alabama
 Independent Adjuster License, State of Georgia
 Independent Adjuster License, State of Louisiana
 Independent Adjuster License, State of Mississippi
 IICRC WRT Certification / IICRC Fire and Smoke Restoration Certification
 State Farm Flood Certification
 Former Member of National Association of Independent Insurance Adjusters (NAIIA)
 FEMA (DHS) Contractor Certification (Badge Number 7608306526)
 National Flood Insurance Program (NFIP) Large Commercial Certification (FCN 06010133)

Experience:**3/2001 to Present: Intrust Claim Servicing, Inc. (ICS, Inc.)****CEO/Umpire/Appraiser**

Responsible for handling everyday operations and management of this national loss consulting, independent appraisal and umpire services firm. These responsibilities include consulting and settling multi-million dollar large loss disputes, hiring appraisers and umpires, training of management, field adjusters, case managers, software implementation and website management. Estimation for commercial and residential property damages resultant from these perils: water, fire/smoke, wind, mold, flood, vandalism, collapse, earth quake, and construction defects.

10/2011 - Present: Advanced Adjusting, LTD.**General Adjuster/Consultant**

Handled hundreds of large-loss flood claims for the NFIP and WYO carriers. Also, led the litigation team, handling and managing dozens of flood claims in litigation. Provided detailed protocols for, and settled many complex large losses for the company. Produced detailed scopes, exhibited estimating skills, produced presentations in negotiations with Attorneys and Public Adjusters for successful loss settlements.

1/2007 to 12/2019: Insurance Claims Group, Inc.**Consultant: Appraiser/Umpire**

Provided detailed protocols for settling many large losses for the company. Also settled many large losses in the capacity of appraiser. Detailed scope, estimating skills, presentation and negotiation to appraisers and appraisal-umpires in successful loss settlements. Provided these services to insurance carriers, individuals, and business-owners.

5/2010 – 3/2011: Worley Catastrophe**Consultant: Large Loss/Business Interruption**

BP Oil Spill: Advised and handled tens of thousands of large loss commercial Business Interruption claims throughout the Gulf of Mexico states (Texas, Louisiana, Mississippi, Alabama and Florida). Also supervised claims examiners and managed as liaison for several Florida panhandle offices.

5/1993 to 3/2001: Self-employed Independent Insurance Adjuster

During this 9 year period, Mr. Fraraccio worked as a daily claims adjuster and a catastrophe adjuster with an impeccable record for the following companies:

Claim Adjustment Specialists, Inc., Global Claim Services, Inc., Catastrophe Specialists, Inc., B & H Claims Service, IMS Catastrophe Adjusters, Pilot Catastrophe Services, Inc., National Catastrophe Adjusters, Inc. (NCA), T.M. Mayfield & Co., Catastrophe Insurance Adjusters, Reid, Jones, McRorie & Williams, United Gates and Pylant, N&C Claims, Inc., Equity Claims, Inc., Resource Services, Inc., Worley Catastrophe Response, Insurance Claims Group, Inc.

Mr. Fraraccio's professional experience with the above-listed companies covers claims concerning liability, appraisal losses, flood, hurricane, wind/hail, earthquake, freeze, and all other perils common throughout the continental United States.

Estimating Software: Xactimate / National Cost Estimator / Marshall & Swift / Simsol / Blue Book International

Benevolence: Mr. Fraraccio consistently volunteers his time and donates financial resources both locally and globally through various missions, helping the less fortunate improve their quality of life.



Zachary M. Baker
Claims@TDGroup.us
Mobile (815)988-3337

Curriculum Vitae

My involvement in family owned, small businesses began at a young age. I began working in the building trades at the age of fifteen. I became involved in large scale, historic renovations at the age of twenty as a "working" jobsite foreman. From age twenty through twenty-five, I became proficient at physically performing all of the building trades. This eventually led to a partnership in a fledgling real estate development firm. I became involved with the insurance industry seemingly by accident. I was assisting a storm restoration company on an insurance adjustment where in which Donan Engineering was involved. Soon after I spent the following two years performing ladder assists/consulting for Donan Engineering (while simultaneously acting as a Field Supervisor for a storm restoration company). This began what has become my entire career focus. While I still am engaged in real estate investments, my primary focus over the last (12) years has overwhelmingly been in the insurance industry. I have been fortunate enough to study under some of this industry's brightest minds (on both sides of the proverbial fence). The experience I have gained from working under RRCs, RROs, PEs, Attorneys and private business owners is what has allowed me to become proficient at settling large losses. There is still much that I have to learn, but I have been involved in hundreds of large commercial projects.

I am licensed as a Public Adjuster, but I do not utilize my licensing in the majority of cases I am involved in. I consider myself to be an extremely fair and reasonable individual. Most of my professional peers (on both sides) would tell you that I am both respectful and fair. Since 2013, the overwhelming majority of the claims I have adjusted, were settled without the aid of the Courts. I try my best to always maintain an unmatched work ethic, a tremendous sense of fair play, and am always willing to widen my professional knowledge from those who are more experienced. Above all else, I believe that if opposing parties meet on the common ground of good faith, any disagreement can be reconciled.

Currently, approximately 50% of my workload is processed via Appraisal. I find the "Alternative Dispute Resolution" process to be a more proficient way to handle losses because both interested parties are removed from the process. Additionally, I appear on the "Umpire List" of a number Independent Adjusters. I thoroughly support every position in each Appraisal and Adjustment. Even as someone who has spent most of my career representing the consumer, I believe that unnecessarily high estimates/awards lead to damaging the entire system (thus the consumer will inevitably suffer those consequences).

Education

2002-2003 Lincoln College
2003-2004 College of Dupage

Professional Experience

1998-2000 RJB Design
-General laborer

2000-2005 Gaynors Inc/Mr. Scotts LLC
-Assistant Management/Jack of all trades for different family businesses. Work responsibilities consisted of labor, restaurant/bar management, customer relations, small scale renovations of rental properties.

2005-2007 JMZ/JFMB Properties
-Job site floater on all active builds. Regularly performed roofing, carpentry, electrical, plumbing and demolition work.
-Rental Property Site Technician. I serviced more than 200 rental units in historic buildings that had not yet been renovated.

2007-2014 Urban Equity Properties
-Partner/Site Foreman. We focused on large scale, complete renovations of historic preservation properties, while also converting them to modern mixed-use developments. UEP is still a commanding presence in the Real Estate development markets of the Midwest.

2009-2011 Rockton City Council
-Councilman for the City of Rockton, IL

2010-2012 Donan Engineering
-Sub-contracted Consultant/Ladder Assist under Chris Hayes SE of Donan Engineering

2010-2013 Hytek Exteriors/GC
-Field Supervisor. Eventually became the Sales Manager and was the top grossing commercial salesman companywide from 2011-2013.

2013-Current Spartan Public Adjustments LLC
-Owner/Primary Adjuster. Spartan PA is a Public Adjusting firm with a focus on the complex (and often large) insurance claims that other firms would release (or that would otherwise result in a lengthy legal battle). www.SpartanPA.com

2014-Current The Heracles Group LLC

-Owner. The Heracles Group is a Real Estate development and management company with a focus on affordable, historic housing, with tenant service that is unmatched.

2017-Current The David Group LLC

-Claims Consultant. The David Group focuses primarily on claims consulting and all forms of alternative dispute resolution within the insurance restoration industry. We also offer our clients training in ethics, sales and logistical services within the industry.
www.TDGroup.us

Additional Points of Recognition

- I am a P.L.A.N. Certified Appraiser and Umpire
- I have been involved in hundreds of commercial projects to date.
- I have been involved in projects/claims with a total cost in excess of 12M.
- I take a "hands on" approach to every file. I conduct my own destructive testing and produce detailed property analysis reports (and estimates) for many of my customers.
- I have upset people at times with my practical approach to public adjusting. There have been several occasions where I have talked commercial clients out of filing insurance claims when they clearly have been misguided by an outside influence. I believe that this industry has become needlessly adversarial (on both sides). Unfortunately, it is the consumer who often suffers as a result.
- I have completed both the level 1 and level 2 Xactimate training. I am proficient at writing both residential and commercial property adjustment/Appraisal estimates.
- I have been a part of as many as (60) Appraisals in a calendar year.
- I have been certified in Lead removal in the State of Illinois
- I have been certified in Asbestos removal in the State of Illinois
- I have been licensed to practice as a Public Adjuster in (12) states.
- I have been licensed (and am proficient) in nearly all of the building trades.
- I have completed to date (3) Certified Commercial Roofing Manufacturer Courses.
- I have worked directly with (3) different State Historic Preservation boards on large projects.
- Spartan Public Adjustments LLC/ Zachary M Baker to date has had zero disciplinary action taken against it from any of the Department of Insurances/Attorney General Offices in any of the states where we have been licensed.
- I am technologically "savvy". I can efficiently utilize all Windows related programs. I have also built several desktop computers.

Professional References

-**Attorney Raymond J Melton** has been successfully representing clients in and out of the courtroom for more than 20 years; he has tried more than 60 cases to jury verdict. Ray handles matters involving civil litigation including real estate, corporate litigation, real estate transactions and defends insurance carriers in. He regularly handles large, complex, multi-million-dollar transactions on behalf of his clients. Attorney Melton can attest to my ability, moral compass, and depth of industry related knowledge. We have work opposite of each other and now regularly work together on large loss cases. Attorney Melton is a Partner at the Chicago based Law Firm of Smith Amundsen.

Point of Contact: Mr. Ray Melton (Partner) (312) 350-8740

-**Urban Equity Properties** is a large real estate development firm that Spartan PA has done work for a number of times over the years. We have successfully negotiated several, millions of dollars' worth of claims for them.

Point of Contact: Mr. Justin Fern (Founding Principal) (815)505-5178

-**Pivotal Recruiting** is one of the largest recruiting service providers for the storm restoration industry. We have worked closely with some of the same clients for years. The owner has referred me to several clients of his and has witnessed the proficiency of my work at both firms.

Point of Contact: Matthew Snow (Owner) (773) 991-9975

-**Hytek General Contracting** is a commercial and residential roofing firm with offices in Chicago, Detroit, and Rockford, IL. We have successfully negotiated Insurance settlements for their customers (and their affiliated companies) consistently for the last few years. They continue to be a valued customer of ours.

Point of Contact: Mr. Joshua Wilson (630)776-3945

-**RAC Adjustments, Inc.** provides a comprehensive range of services including commercial and residential property adjusting, workers' compensation, vehicle appraising, catastrophe adjusting, special investigations, telephone adjusting, and third-party administration. I have been on the opposing end of adjustments opposite of their owner on several claims. He will attest to my character and ability as a Public Adjuster.

Point of Contact: Mr. Darrell S. Roum (Owner) (815)967-3201

-**TNT Property Group** is a large real estate development and management firm. Over the course of (5) years, we successfully obtained funding for complete replacements on every property they both owned and managed. Many of their developments are large multifamily properties (200+ unit properties) and large-scale commercial properties. As a result of our long standing, successful relationship, Mr. Tarandy had our firm do extensive work for his extended professional network.

Point of Contact: Mr. Mike Tarandy (Majority Owner) (773)671-3758

-**McDermaid Roofing & Insulating Co.** is the oldest commercial/union roofer in the City of Rockford, IL (and one of the largest in the State of Illinois). I have helped several of their large clients with claims related issues and have had a relationship with the company for more than (10) years.

Point of Contact: Paul Naretta (Owner) (815) 222-0074

-**Kaney Aerospace** is both an aerospace corporation/contractor and a property holdings firm that is still currently a customer of ours. They have several Industrial and Commercial properties (many of them in high security settings as a result of the airport and their dealings as an aerospace manufacturer). I have secured to date over (2) million in Insurance settlements for them (and have additional settlements of potentially 1.2M pending as a result of storms that occurred in 2020).

Point of Contact: Mr. Greg Steele (Property Agent/Manager) (815)978-5369

-**Windsor West Townhomes** is a large condominium/townhome development of more than (90) 3-4 bedroom townhomes. They initially received compensation of approximately \$22k from their Insurance Carrier after a large storm. We were retained and secured an (approximate) additional \$950k for them.

Point of Contact: Mr. Jon Pantano (Former President) (630)639-6592

-**Meiborg Brothers Inc** is a trucking and logistics firm headquartered in the Midwest. They are a current customer of ours, and I have successfully negotiated large property loss settlements for them several times in the past as well.

Point of Contact: Mr. Zach Meiborg (President/CEO) (779)210-3867

-**TNG Contractors INC** is a Commercial and Industrial builder headquartered in Nashville, TN. They have built many of the new hotels and gas stations in the Middle Tennessee area. We continue to work with them and all of their affiliated companies (and customers) on a regular basis. We have also negotiated large property settlements on Commercial properties owned by the Principal.

Point of Contact: Mr. Akbar Arab (Owner) (615)394-4196

-**Summit Exteriors** is a residential/commercial roofing company based in Illinois. Their owner is a former Independent Adjuster and Xactimate educator. I have resolved several large loss files with him over the past (10) years.

Point of Contact: Joshua Jacobson (Owner) (815) 847-8850

*Further references are available upon request. Some of our other large clients are listed below:

VishioForry PLLC, Safe Harbor Public Adjusters, NRG Restore, Attorney Scott Green, Kevin Patel, Blackhawk Motors, Shanahowe Transportation, Stenstrom Companies Ltd, Reg Ellen Machine Tool Corp, Victory Sports Complex, Ayushi Inc, First Baptist Church of Missouri, Abidon Inc Properties, McClenny, Moseley & Associates, Dr. Carl Patrnczak and Associates, Comprehensive Community Solutions, Villa Vista Condominiums, Dowling Investments North LLC, Fratelli Investments LLC, Gaynor's Restaurants Group, The Hard Corporation Inc, Howard Johnson Hotels, Kramer Photographers, Golden Markets LLC, TriView Property Management LLC, Victory Church.

MARY JO O'NEAL, Sr. GA Adjuster
P.L.A.N. Certified Appraiser & Umpire, NFIP, CEA
 2226 General Raines Dr., Murfreesboro, TN 37129
 615-849-6400
 Maryjo6400@aol.com

SUMMARY OF QUALIFICATIONS

- **Certified Appraiser with P.L.A.N. (Property Loss Appraisal Network)**
- **Citizens of Florida – Commercial GA Adjuster**
- 19 yrs experience Independent Catastrophe Adjuster for various insurance companies with strengths in knowledge of various policies, state guidelines and policy limits.
- 31 yrs experience in the construction industry with outstanding customer service skills and a high level of ethics and professionalism.
- 42 yrs experience in Residential and Commercial Real Estate sales with extensive client communication and service skills, Nashville Metropolitan Area
- Enthusiastic team player/builder, outstanding communicator and negotiator, one-on-one and groups, written and oral.
- Creative problem solving: maximizing resources and time management.
- Computer skills in Xactimate, Simsol and MS Office products, including paperless file transfer protocols & wireless communication systems.
- State adjuster licenses: Florida, Texas, Louisiana & Georgia
- California Earthquake Accreditation (CEA) Certified.
- National Flood Insurance Program (NFIP) Certified large commercial, dwelling, mobile home, small commercial
- National Incident Management Systems (NIMS) and Incident Command System (ICS) training.
- E-RAILSAFE approved (certification to drive in rail yards)

PROFESSIONAL EXPERIENCE

- **4 yrs experience as Senior Adjuster & Appraiser representing various carriers: Allstate, Encompass, and Esurance.**
- **Court appointed and/or selected umpire on numerous commercial & residential disputed claims throughout Tennessee and surrounding states with awards in excess of \$1.4 million. Invoked as umpire position to settle disputed claims on new auto dealerships, large chain restaurants, multi-unit condominium complexes, large building products retail center, large furniture retail stores, large city owned office & public works buildings, garage maintenance facilities and fire stations.**
- Flood catastrophe adjuster, certified since 2007 with 6 yrs flood adjusting experience in the field. Adjusted numerous claims in excess of \$1,000,000.00 in various states including TN, TX, LA, GA & MS
- **Flood certified for Large commercial, dwelling, mobile home and small commercial claims.**
- Evaluated damages, completed estimates, negotiated with policyholders or their contractors and settled claims in a professional manor with minimum or no supervision or file rejection.
- Managed multiple claim assignments, accomplished 1st contacts and set reserves within required time
- Consistently maintained priority of customer service skills along with time management in a highly pressurized, multi-tasking environment under emergency conditions.
- **Experience Sinkhole claims settling for Citizens of FL.**
- **Completed Citizens of FL Large Commercial Desk Adjuster training as a Commercial GA adjuster.**
- Experienced in adjusting commercial liability claims involving in-depth investigation of large commercial claims to establish cause or fault as well as bodily injury claims.
- Catastrophic Insurance Adjuster for Hurricanes Charlie, Francis, Jean, Katrina, Wilma, Gustov, Ike, Irene, Sandy, Harvey, Irma, Michael etc., and Tropical Storm Dolly.
- Participated in settling claim assignments as an appraiser as well as selected as an umpire on various claims.
- Catastrophic Insurance Adjuster for Hurricanes, Hail, and Tornado events in TX, IN, KY, TN, MN, MO, FL, KS, NC, VA, NJ, LA, IA MS and Flood events in TN, MS, LA, TX, FL and IL.

- Liability Claims Adjuster (Personal Injury, Commercial, Residential & Automotive)

CONSTRUCTION & REAL ESTATE

- Shared responsibility in floor plan selections and design with architectural changes, to setting and maintaining the construction budgets, overseeing the construction process and accomplishing the goal of higher profitability for the contracts.
- Assisted contractors with the overseeing of all phases of the building process while developing a working knowledge of residential construction.
- Managed multiple listings for sellers and builders/contractors while assisting multiple buyers in the selection, negotiation, loan qualification and closing process of all real estate transactions.
- Accomplished multi-million dollar sales awards several years in a row. Customer service as the main focus, with high ethical standards, professionalism and self-motivation attributing key factors.

HISTORY

2003 - Present

Adjusted for various independent adjusting companies since 2003 including, but not limited to, Worley Co., EA Renfro, Eberls, Pacesetter Claims, Team One, Bradley Stinson & Assoc., NCA, Administrative Strategies, Colonial Claims, RJMW & CIS Specialty Claims.

1976 - 2018

Key Concepts Real Estate	2017 - Present
Bob Parks Realty, Murfreesboro, TN	2013 - 2017
Encore Real Estate Assoc.	2007 - 2010
Prudential - Rowland Real Estate	1999 - 2007
Bob Parks Realty, Murfreesboro, TN	1997 - 1999
Crye-Leike Realty, Murfreesboro, TN	1995 - 1997
Prudential Real Estate Assoc.	1987 - 1995
Mayes Real Estate	1979 - 1987
General Contractor	1976 - 1989

EDUCATION & TRAINING

Certificate of Completion – Citizens of Florida Commercial DA Training Program (as a Commercial GA Adjuster)
 Certificate, Flood Certified, (NFIP) Large Commercial, Dwelling, Mobil Home & Small Commercial
 Certificate, Property Damage Course, Epps Insurance Training Program, Dallas, TX
 Certificate, Earthquake Accreditation
 Donan Engineering Roof Systems Course
 Certificate, Insurance License for the State of Tennessee
 Certificate, Auto Adjusting - Allstate
 Certification of Completion - Adjusting Auto Flood & Hail Losses training
 Certificate of Completion – Allstate Auto Adjusting Certification
 Business Education, Middle Tennessee State University
 Real Estate Fundamentals & Law, University of Tennessee

ADJUSTING LICENSE & CERTIFICATION

NFIP Certified FCN#05080114 (Including LG Commercial)
 CEA California Earthquake Certified
 Florida state adjusters License #E141507
 Texas state adjusters License #1263631
 Georgia state adjusters License #3335254

Louisiana State Adjusters License #522698
 Allstate Auto Adjusting Certification
 Tennessee Real Estate Affiliate Broker License
 Tennessee Insurance License

SPECIFIC INSURANCE ADJUSTING EXPERIENCE &/or CERTIFICATIONS

State Farm
 USAA
 Allstate (Property & Auto)
 Citizens of Florida (GA Commercial & Property)
 St Paul Travelers
 USF&G
 QBE & QBE 1st
 Liberty Mutual – LMAC (Core Adj.)
 NFIP Direct & various flood carriers & WYO co.'s
 Consumers Insurance Co. & Continental Western Ins. Co. (commercial liability and auto liability claims)

Nationwide (Wind, Hail & Flood)
 Citizens Of Florida
 Tower Hill (wind & flood) (dwelling & commercial)
 Shelter
 Safeco
 Farm Bureau
 American Family
 Guard Insurance (Commercial property loss claims)
 Farmer's (Fire Ins. Exchange) Flood

Affordat CONSTRUCTION

319 Vann Drive E214

Jackson, TN. 38305

PH: 731-787-7082

FX: 888-400-5523

www.afconstruction.net

CHRISTOPHER WILLIAMSON TN LIC

GC Limit: \$1.5M / Umpire / Appraiser

REFERENCES:

Commercial:

1. Airways Motel, 576 Airways Blvd, Jackson, TN.- 731-424-3030
2. Bartlett City Hall, 6400 Stage Road, Bartlett, TN - Frank Madlinger 901-820-0820
3. Baymont Inn, 465 Vann Drive, Jackson, TN. 731-661-9995, Metal Roof - 5 yr warranty. Alex Bhakta - 731-293-9674
4. Optimist Club, 95 Hayes Branch Trail, Jackson, TN - BJ Construction 731-225-3978
5. Cat West, 14196 Ft. Campbell, Oak Grove, KY -270-439-0823 - Wayne Baldwin -931-378-3775
6. Country Hearth Inn, 2009 W. Reelfoot, Union City, TN.- Raj Patel, 731-885-7774
7. Days Inn of Dyersburg, 2600 Lake Road, Dyersburg, TN- V. Patel 731-287-0888
8. Deerfield Inn, 414 E. Main St. Adamsville, TN. - Owner - Prakash Patel 731-632-2100
9. Denmark Community Center, 533 Denmark Jackson Rd, Denmark, TN.- Floyd Golden 731-217-7995
10. Econolodge, 732 W. Church St, Lexington, TN. 731-968-017- Bob Patel, 731-394-0908
11. Guest House Inn, 1890 Hwy 45 Bypass, Jackson, TN. 731-664-4312
12. Hot Spot, 1291 N. Highland, Jackson, TN.- Al 731-444-4052
13. Knights Inn of Paris, 409 Tyson Avenue, Paris, TN.- Ashok Patel 731-642-1822
14. Knights Inn, 21305 Hwy 22 North, Parkers Crossroads, TN. - Sam Patel, 731-307-7576
15. Magnolia Landing, 100 Magnolia Landing Court, Jackson, TN - Chiquita Perry 731-427-6995
16. Moore's Chapel Baptist Church, 10 Napoleon Luther Drive, Milan, TN.-Sarah Smith 731-613-2384
17. Park Place Apartments, 100 Boardwalk Cove, Jackson, TN.-Keesha 731-265-0900
18. Park Ridge Apartments, 100 Park Ridge Drive, Jackson, TN.-Keesha 731-265-0900
19. Park Trace Apartments, 100 Parkwood Trace, Jackson, TN.-Tina 731-421-2710
20. Scottish Inn, 15947 Hwy 13 South, Hurricane Mills, TN.-Mr. Patel - 731-968-5235
21. Wreck-O-Mended, 1150 Egg Hill Rd, Alamo, TN-731-487-2282
22. Days Inn, 13845 Hwy 641 North, Holladay, TN 38341 – Jay Patel - 731-438-2226.
23. Raleigh Assembly of God -Memphis, TN -Pastor Allan -901-386-5055.
24. Edward D. Jones – David Byrum - 423-506-4622 –Humboldt, Tennessee

*** Ceritied Installer in all types of roofing systems.

1E

**DAVID W. HILSDON, P.E.
7975 SODERLUND DRIVE
MILLINGTON, TN 38053**

**CONSULTING ENGINEER
(901) 485-1071 Vox & Txt
davidwhilsdonpe@gmail.com**

**SCHEDULE
OF
PROFESSIONAL SERVICE FEES
AS
EXPERT WITNESS**

Effective Date: July 3, 2022

Re: Professional Engineer Expert Forensic Witness - retainer, case investigation, evaluation, preparation, deposition, mediation, arbitration & court appearance/testimony, travel, expenses, etc.

Non-Refundable Initial Commencement Retainer Fees for case file creation, preparation, correspondence, review & initial research:

Fixed Fee Non-Refundable Litigation Commencement Retainer of \$1,250.00.

**Fees for case preparation, correspondence, review, research and travel
Beyond initial non-refundable Commencement Retainer:**

Time (per tenth of hour

STAFF:

Principal Engineer (P.E.)	\$225/hour*
Senior Engineer (P.E.)	\$210/hour*
Junior Engineer (P.E.)	\$180/hour*
Engineer Intern (E.I.)	\$165/hour*
Forensic Technician	\$100/hour*
Administration	\$ 65/hour*

*Minimum Trip Fee / Staff member \$1,000/Day

OUTSOURCED SERVICES:

Technical Consultants	Cost plus 15%
Third Party Services	Cost plus 15%

Fees for Depositions & Court Appearances:

1/2 Day - (8:00 until 12:00 Noon or fraction thereof) @ \$1,000 minimum per 1/2 Day.
Plus Expenses.

Full Day - (8:00 A.M. past Noon until 5:00 P.M. or fraction thereof) @ \$1,450 minimum
per Full Day, continuing after 5:00 PM at \$225 per hour rate.
Plus Expenses.

Expenses:

- a. Travel - @ \$0.65/Mile (Auto)
- b. Travel – @ cost plus 25% (Airline, Public)
- c. Tolls & Parking - @ cost plus 25%
- b. Room & Meals - @ cost plus 25%
- c. Postage & Envelope - @ cost plus 25%
- d. Scan Docs to file (pdf format) & Email:
 - 24” x 36” @ \$10.00/sheet;
 - 8.5” x 11” @ \$0.50/sheet
- e. Reproduction, copies, prints:
 - 24”x 36” @ \$15.00/sheet;
 - 8.5”x11” B&W @\$0.25/sheet
 - 8.5” x 11” Color @ \$0.75/sheet
- f. Vehicle, Equipment, tool rental - @ cost plus 25%
- g. Outsourced Services – cost plus 15%

*** END ***

HEIDELBERG & MULLENS, INC

INSURANCE CLAIMS CONSULTING, APPRAISAL, & UMPIRE SERVICES

William Scott Heidelberg, President

PH: 731.225.4187



Background

Mr. Heidelberg has a long history in residential and commercial general construction. He has lengthy experience in construction techniques and materials, having been self-employed in the industry since 1991. Mr. Heidelberg started in the construction industry as a framing employee for a residential development company in 1989 and continued form his own construction company in 1991, in which he performed as a sub-contractor and general contractor for twenty years.

Mr. Heidelberg has been a licensed independent insurance adjuster since 2005 and has adjusted thousands of claims that range from simple residential to extremely complex commercial and industrial claims. He has been an advocate for both the insurer as an IA and an advocate for the insured as a restoration contractor.

Mr. Heidelberg has been trained in applied electricity, heating, ventilating and air conditioning, as well as plumbing by a major mechanical contractor and held a related position for more than five years. He is knowledgeable in codes for building and mechanical trades.

Mr. Heidelberg currently performing inspections, documentation, and analysis of peril related damage, maintenance related damage, building envelope related failures and damage including roofs, cladding, windows, doors and water proofing systems. He is currently accepting assignments as appraiser for insurers and insureds in simple and complex disputes. He is currently accepting appointments as umpire in simple and complex appraisals. He is experienced in premises liability evaluation and surveys pertaining to insurance underwriting. These inspections encompass residential, commercial, industrial, civic, religious, hospitality, and multi-family residential building types.

Professional Construction Experience

Mid-South Services. Inc, Jackson, Tennessee 2007-2010

- Operating Partner
- Specializing in renovations of residential dwelling and insurance restoration construction.
- Wind, Water and Fire Mitigation and Restoration.
- Exterior and Interior.

- Sales

Jackson Construction, Jackson, Tennessee 1994-2007

- General construction duties including framing and finishing carpentry, tile installation, plumbing, HVAC and electrical.
- New Luxury Dwelling Construction Project Management
- Cantilever Construction on Steep Grades
- Multi-Family Dwelling Construction
- Planning and Design of Developments
- Large-Scale and Small-Scale Commercial Restaurant and Bar Renovation
- Restaurant and Bar Design and Layout
- Commercial Restroom Construction
- Commercial Assembly Place Building Codes Specialist

Restoration Specialists, Inc, Jackson, Tennessee 1998 – 2004

- Owner/operator.
- Specializing in renovations of residential dwelling and insurance restoration construction.
- Wind, Water and Fire Mitigation and Restoration

McIntosh Development 1989 – 1991

- General construction duties including framing and finishing carpentry

S.M. Lawrence Company, Inc Mechanical Contractors 1986-1991

- Residential HVAC, electrical, and plumbing. Installation of residential HVAC systems.
- Commercial HVAC, electrical and plumbing, including zone systems
- Commercial design and installation of HVAC systems
- Industrial design, installation and maintenance of HVAC systems and controls systems, including heavy load industrial chiller systems, variable air volume systems and pneumatic control systems.
- Troubleshooting, electrical and HVAC systems and diagnostics of performance.
- Residential, Commercial and Industrial Air Balancing
- Troubleshooting, electrical and HVAC systems and diagnostics of performance.
- Residential, Commercial and Industrial Air Balancing
- Certified by American Standard, Trane and Carrier as an installer and technician.
- Memphis State University in Co-op program with SML Inc. (Mechanical Engineering)

Professional Insurance Claims Experience**Licensed Independent Insurance Adjuster 2005 – Present**

- Kentucky, Indiana, Arkansas, Oklahoma, Texas, Louisiana, Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, and Connecticut.

- Eligible in any state.
 - Thousands of successfully closed claims including residential property, commercial property, industrial, liability, retail liability, marine, total loss fire and water related, total loss commercial losses, bio-hazard losses.
 - Hundreds of successfully closed large loss residential and commercial claims including shopping centers, churches and industrial/warehousing buildings. Several claims in excess of \$2,000,000.00 loss.
 - Participation as an independent insurance adjuster in every major tropical event since 2005 in the US, as well as most wind and hail events during this time. Participation in wildfire catastrophe as well.
 - Trainer
-

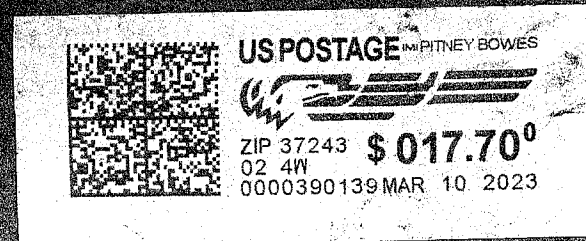
Professional Alternative Dispute Resolution Experience

- Appraiser, Carrier and insured appointed, 2012 – 2021
 - 500+ appointments by insurers, 100+ appointments by insureds.
 - Umpire, 2015 – 2021
 - Years of experience successfully settling claims in litigation for insurers.
 - Years of experience in working on behalf of insurance carriers, with attorneys, public adjusters, and forensic engineers to find fair and honest settlements for my clients.
 - Years of ADR carrier training
 - Fair, ethical, and honest professional practices
 - Policy knowledge
 - Estimating software expertise.
 - Trainer
-

Education and Certifications

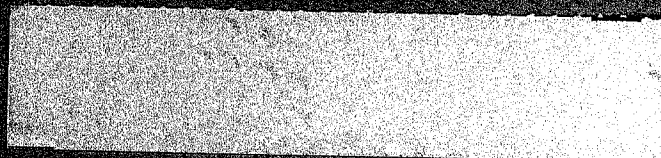
- State Farm Certified
- NFIP
- USAA Certified
- TWIA Certified
- IICRC – FSRT, WRT
- Licensed General Contractor (retired)
- Memphis State University, Non-traditional student. Mechanical Engineering
- HVAC Trade School
- Jackson State Community College, General Education.

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lle, TN 37243



7020 1290 0001 6213 1599
ACUITY, A MUTUAL INS. CO.
P O BOX 58
SHEBOYGAN, WI 53082

3/7/23



Service of Process
500 James Robertson Parkway
Nashville, TN 37243

Department of
Commerce &
Insurance

